



# भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY  
साप्ताहिक  
WEEKLY

सं. 35] नई दिल्ली, अगस्त 23—अगस्त 29, 2015, शनिवार/भाद्र 1—भाद्र 7, 1937  
No. 35] NEW DELHI, AUGUST 23—AUGUST 29, 2015, SATURDAY/BHADRA 1—BHADRA 7, 1937

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)  
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय  
(कार्मिक और प्रशिक्षण विभाग)  
नई दिल्ली, 20 अगस्त, 2015

कांआ 1690.—केन्द्र सरकार एतद्द्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं० 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिल्ली विशेष पुलिस स्थापना (केन्द्रीय अन्वेषण ब्यूरो) द्वारा जांच किए गए मामलों का नई दिल्ली स्थित दिल्ली उच्च न्यायालय में अभियोजन, अपील, पुनरीक्षण तथा उनसे उत्पन्न अन्य मामलों को संचालन करने के लिए श्री अजय कुमार गुप्ता, अधिवक्ता को उनके कार्यभार ग्रहण करने की तिथि से तीन वर्ष या अगले आदेशों तक, जो भी पहले हो, के लिए दिल्ली विशेष पुलिस स्थापना (केन्द्रीय अन्वेषण ब्यूरो) का विशेष लोक अभियोजक नियुक्त करती है।

[फा सं० 225/32/2014-एवीडी-II]  
अजीत कुमार, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES  
AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 20th August, 2015

**S.O. 1690.**—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri Ajay Kumar Gupta, Advocate as Special Public Prosecutor of the Delhi Special Police Establishment (C.B.I.) in the Delhi High Court at New Delhi for conducting the prosecution, appeals, revisions or other matters arising out of the cases investigated by the Delhi Special Police Establishment (CBI) for a period of three years from the date he takes over charge or until further orders, whichever is earlier.

[F. No. 225/32/2014-AVD-II]  
AJIT KUMAR, Under Secy.

नई दिल्ली, 21 अगस्त, 2015

**का०आ०1691.**—दिल्ली विशेष पुलिस स्थापन अधिनियम 1946 (1946 का अधिनियम सं० 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार निम्नलिखित अपराधों की जांच दिल्ली विशेष पुलिस स्थापना को करने का निर्देश देती है:

(क) निम्नलिखित के अंतर्गत दंडनीय अपराध:

- (i) धन शोधन निवारण विधेयक, 2002
- (ii) कंपनी अधिनियम, 2013 (2013 का अधिनियम सं० 18)
- (iii) अनैतिक व्यापार (निवारण) अधिनियम, 1956 (1956 का अधिनियम सं० 104) की धारा 6, 7 और 16
- (iv) वाणिज्य पोत परिवहन अधिनियम, 1958 (1958 का अधिनियम सं० 44)
- (v) वन्य जीव संरक्षण (असम संशोधन) अधिनियम, 2009
- (vi) वन्य पक्षी और जीवजंतु संरक्षण अधिनियम, 1912 (1912 की अधिनियम सं० 8)
- (vii) भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं० 45) की धारा 109, 115, 166-क, 166-ख, 171, 174-क, 195-क, 228-क, 228-ख, 229-क, 326-क, 326-ख, 354, 354-क, 354-ख, 354-ग, 354-घ, 370, 370-क, 376, 376-क, 376-ख, 376-ग, 376-घ, 376-ङ, 422 तथा 511 और

(ख) उपर्युक्त अपराधों के संबंध में अथवा जुड़े उकसावा एवं षडयंत्र और कोई अन्य अपराध जो उसी कार्यवाही के दौरान किया हो अथवा उन्हीं तथ्यों से उत्पन्न हो।

[फा० सं० 228/53/2014-एवीडी-II]

अजीत कुमार, अवर सचिव

New Delhi, the 21st August, 2015

**S.O. 1691.**—In exercise of the powers conferred by sub-section 3 of the Delhi Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government hereby specifies the following offences to be investigated by the Delhi Special Police Establishment namely:

(a) Offences punishable under:—

- (i) The Prevention of Money Laundering Act, 2002
- (ii) The Companies Act, 2013 (Act No. 18 of 2013)
- (iii) Sections 6, 7 and 16 of the Immoral Traffic (Prevention) Act, 1956 (Act No. 104 of 1956)
- (iv) The Merchant Shipping Act, 1958 (Act No. 44 of 1958).
- (v) The Wild Life Protection (Assam Amendment) Act, 2009

(vi) The Wild Birds and Animals Protection Act, 1912 (Act No. 8 of 1912)

(vii) Sections 109, 115, 166-A, 166-B, 171, 174-A, 195-A, 228-A, 228-B, 229-A, 326-A, 326-B, 354, 354-A, 354-B, 354-C, 354-D, 370, 370-A, 376, 376-A, 376-B, 376-C, 376-D, 376-E, 422 and 511 of the Indian Penal Code, 1860 (Act No. 45 of 1860) and

(b) Attempts, abetments and conspiracies in relation to or in connection with the above mentioned offences and any other offence or offences committed in course of the same transaction or arising out of the same facts.

[F.No. 228/53/2014-AVD-II]

AJIT KUMAR, Under Secy.

नई दिल्ली, 24 अगस्त, 2015

**का०आ० 1692.**—केन्द्रीय सरकार एतद्वारा आपराधिक प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं० 2) की धारा 24 की उप-धारा 8 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए श्री शिरीश चन्द्रा, अधिवक्ता को सीबीआई केस आर०सी०2(एस)/1984/एससी-1/नई दिल्ली (गोण्डा फर्जी मुठभेड़ केस) से उत्पन्न आपराधिक अपील तथा इससे संबंधित व अनुषांगिक मामलों में इलाहाबाद उच्च न्यायालय, लखनऊ बेंच के समक्ष उपस्थित होने एवं श्री बीरेश्वर नाथ, अधिवक्ता को सहायता करने हेतु विशेष लोक अभियोजक नियुक्त करती है।

[फा० सं० 225/52/2013-एवीडी-II]

अजीत कुमार, अवर सचिव

New Delhi, the 24th August, 2015

**S.O. 1692.**—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri Shreesh Chandra, Advocate as Special Public Prosecutor in criminal appeals, arising out of case No. RC 2(S)/84-SIU.I/CBI/SC-1/New Delhi (Gonda false encounter case) instituted by the Delhi Special Police Establishment (C.B.I.) before Hon'ble Allahabad High Court at Lucknow Bench and any other matter connected therewith and incidental thereto.

[F.No. 225/52/2013-AVD-II]

AJIT KUMAR, Under Secy.

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 23 जुलाई, 2015

**का०आ० 1693.**—राष्ट्रीय आवास बैंक अधिनियम, 1987 (1987 का 53) की धारा 6 की उप-धारा (1) के खण्ड (च) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, निम्नलिखित व्यक्तियों को इस अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए राष्ट्रीय आवास बैंक (एनएचबी) के निदेशक मंडल में निदेशक नामित करती है।

- (1) सचिव/प्रधान सचिव, आवास एवं शहरी नियोजन विभाग,  
उत्तर प्रदेश सरकार।
- (2) सचिव/प्रधान सचिव, आवास एवं पर्यावरण विभाग,  
मध्य प्रदेश सरकार।

[फा० सं० 24/17/2010-आईएफ-II]  
एम० एम० दौला, अवर सचिव

## MINISTRY OF FINANCE

### (Department of Financial Services)

New Delhi, the 23rd July, 2015

**S.O. 1693.**—In exercise of the powers conferred by clause (f) of sub-section (1) of Section 6 of the National Housing Bank Act, 1987 (53 of 1987), the Central Government hereby appoints the following persons to be the Directors on the Board of Directors of National Housing Bank (NHB) for a period of three years with effect from the date of issue of this notification:

- (i) Secretary/Principal Secretary, Housing and Urban Planning Department, Government of Uttar Pradesh.
- (ii) Secretary/Principal Secretary, Housing and Environment Department, Government of Madhya Pradesh.

[F.No. 24/17/2010-IF-II]  
M.M. DAWLA, Under Secy.

नई दिल्ली, 6 अगस्त, 2015

**का०आ० 1694.**—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा, यह घोषणा करती है कि उक्त अधिनियम की धारा 10 की उप-धारा (1) के खण्ड (ग) के उप-खण्ड (i) के उपबंध आन्ध्रा बैंक पर लागू नहीं होंगे, जहां तक इसका संबंध बैंक के प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी (अतिरिक्त प्रभार) श्री एस०के० कालरा को मैसर्स इंडिया फर्स्ट लाइफ इंश्योरेंस कंपनी लिमिटेड के बोर्ड में निदेशक नामित करने से है।

[फा० सं० 13/19/2012-बीओ-I]  
विजय मल्होत्रा, अवर सचिव

New Delhi, the 6th August, 2015

**S.O. 1694.**—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Government of India on the recommendations of the Reserve Bank of India, hereby declare that the provisions of sub-clauses (i) of clause (c) of sub-section (1) of Section 10 of the said Act shall not apply to Andhra Bank in so far as it relates to the nomination of Shri S.K. Kalra, MD & CEO(Additional charge), of the Bank as

Director on the Board of M/s. India First Life Insurance Co. Ltd.

[F.No. 13/19/2012-BO-I]  
VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 7 अगस्त, 2015

**का०आ० 1695.**—दिनांक 13.09.2012 की अधिसूचना के अनुक्रम में, राष्ट्रीय आवास बैंक अधिनियम, 1987 (1987 का 53) की धारा (6) की उप-धारा (1) के खण्ड (ड) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्रीमती विजया श्रीवास्तव, संयुक्त सचिव, भारत सरकार, ग्रामीण आवास, ग्रामीण विकास मंत्रालय के स्थान पर श्री राजीव सदानंदन, संयुक्त सचिव, भारत सरकार, ग्रामीण आवास, ग्रामीण विकास मंत्रालय को तत्काल प्रभाव से और अगले आदेश होने तक, राष्ट्रीय आवास बैंक (एनएचबी) के निदेशक मंडल में निदेशक नामित करती है।

[फा० सं० 24/17/2010-आईएफ-II]  
एम० एम० दौला, अवर सचिव

New Delhi, the 7th August, 2015

**S.O. 1695.**—In continuation of the Notification dated 13.09.2012, in exercise of the powers conferred by clause (e) of sub-section (1) of Section 6 of the National Housing Bank Act, 1987 (53 of 1987), the Central Government hereby appoints Shri Rajeev Sadanandan, Joint Secretary to the Government of India, Rural Housing, Ministry of Rural Development as a Director on the Board of National Housing Bank in place of Smt. Vijaya Srivastava, Joint Secretary to the Government of India, Rural Housing, Department of Rural Development, with immediate effect and until further orders.

[F.No. 24/17/2010-IF-II]  
M. M. DAWLA, Under Secy.

नई दिल्ली, 14 अगस्त, 2015

**का०आ० 1696.**—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) और खंड 8 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा, वीबीएचसी वेल्यू होम प्रांलि के प्रबंध निदेशक एवं मुख्य कार्यपालक अधिकारी श्री पी०एस० जयकुमार (जन्म तिथि 08.04.1962) को उनके पदभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, 75,500-80,000/- रुपए के वेतनमान में बैंक आफ बड़ौदा के प्रबंध निदेशक एवं मुख्य कार्यपालक अधिकारी के पद पर नियुक्त करती है।

यह नियुक्ति के०डी० खेरा बनाम भारत संघ एवं अन्य के मामले में उच्चतम न्यायालय की रिट याचिका (सी) संख्या 2015 का 225 के परिणाम के अधधीन है।

[फा० सं० 4/2/2015-बीओ-I]  
विजय मल्होत्रा, अवर सचिव

New Delhi, the 14th August, 2015

**S.O. 1696.**—In exercise of the powers conferred by clause (a) of sub-section (3) Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri P.S. Jayakumar, (DoB: 08.04.1962) MD & CEO, VBHC Value Home Pvt. Ltd. as MD & CEO, Bank of Baroda in the scale of pay of Rs. 75,500-80,000/- for a period of three years with effect from the date of his assumption of charge of the post or until further orders, whichever is earlier.

The appointment is subject to outcome of Writ Petition(C) No. 225 of 2015 in the Supreme Court in the matter of D.D. Khera Vs Union of India & Others.

[F.No. 4/2/2015-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 14 अगस्त, 2015

**का.आ. 1697.**—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) और खंड 8 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा, भारतीय महिला बैंक की अध्यक्ष एवं प्रबंध निदेशक श्रीमती अनंतसुब्रमणियन (जन्म तिथि 01.10.1958) को उनके पदभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए या 30.09.2018 तक अर्थात् अधिवर्षिता की आयु प्राप्त करने की तारीख तक अथवा अगले आदेशों तक जो भी पहले हो, 75,500-80,000/- रुपए के वेतनमान में पंजाब नेशनल बैंक के प्रबंध निदेशक एवं मुख्य कार्यपालक अधिकारी के पद पर नियुक्त करती है।

यह नियुक्ति के०डी० खेरा बनाम भारत संघ एवं अन्य के मामले में उच्चतम न्यायालय की रिट याचिका (सी) संख्या 2015 का 225 के परिणाम के अध्वधीन है।

[फा० सं० 4/2/2015-बीओ-I]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 14th August, 2015

**S.O. 1697.**—In exercise of the powers conferred by clause (a) of sub-section (3) Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of the Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Smt. Usha Ananthasubramanian (DoB: 01.10.1958), CMD, Bharatiya

Mahila Bank as MD & CEO, Punjab National Bank in the scale of pay of Rs. 75,500-80,000/- for a period of three years with effect from the date of his taking over the charge of the post or till the date of superannuation *i.e.* 30.09.2018 or until further orders, whichever is earlier.

The appointment is subject to outcome of Writ Petition(C) No. 225 of 2015 in the Supreme Court in the matter of K.D. Khera Vs Union of India & Others.

[F.No. 4/2/2015-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 14 अगस्त, 2015

**का०आ० 1698.**—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) और खंड 8 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा, आईडीबीआई बैंक के उप-प्रबंध निदेशक श्री मेलवीन ओसवालड रेगो (जन्म तिथि 19.07.1959) को उनके पदभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, 75,500/- 80,000/- रुपए के वेतनमान में बैंक आफ इंडिया के प्रबंध निदेशक एवं मुख्य कार्यपालक अधिकारी के पद पर नियुक्त करती है।

यह नियुक्ति के०डी० खेरा बनाम भारत संघ एवं अन्य के मामले में उच्चतम न्यायालय की रिट याचिका (सी) संख्या 2015 का 225 के परिणाम के अध्वधीन है।

[फा० सं० 4/2/2015-बीओ-I]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 14th August, 2015

**S.O. 1698.**—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Melwyn Oswald Rego (DoB: 19.07.1959), DMD, IDBI Bank as MD & CEO, Bank of India in the scale of pay of Rs. 75,500-80,000/- for a period of three years from the date of taking over the charge of the post or until further orders, whichever is earlier.

The appointment is subject to outcome of Writ Petition (C) No. 225 of 2015 in the Supreme Court in the matter of K.D. Khera Vs Union of India & Others.

[F.No. 4/2/2015-BO-I]

VIJAY MALHOTRA, Under Secy.



नई दिल्ली, 14 अगस्त, 2015

**का.आ. 1699.**—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) और खंड 8 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्द्वारा, यूनियन बैंक ऑफ इंडिया के कार्यपालक निदेशक श्री किशोर पिराजी खरात (जन्म तिथि 04.09.1958) को उनके पदभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए या 30.09.2018 तक अर्थात् अधिवर्षिता की आयु प्राप्त करने की तारीख तक अथवा अगले आदेशों तक, जो भी पहले हो, 75,500/- 80,000/- रुपए के वेतनमान में आईडीबीआई बैंक लि. के प्रबंध निदेशक एवं मुख्य कार्यपालक अधिकारी के पद पर नियुक्त करती है।

यह नियुक्ति के. डी. खेरा बनाम भारत संघ एवं अन्य के मामले में उच्चतम न्यायालय की रिट याचिका (सी) संख्या 2015 का 225 के परिणाम के अध्वधीन है।

[फा० सं० 4/2/2015-बीओ-I]  
विजय मल्होत्रा, अवर सचिव

New Delhi, the 14th August, 2015

**S.O. 1699.**—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and sub-clause (1) of clause 8 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Kishor Piraji Kharat (DoB: 04.09.1958), ED, Union Bank of India as MD & CEO, IDBI Bank Ltd. in the scale of pay of Rs. 75,500-80,000/- for a period of three years from the date of taking over the charge of the post or till the date of superannuation i.e. 30.09.2018 or until further orders, whichever is earlier.

The appointment is subject to outcome of Writ Petition (C) No. 225 of 2015 in the Supreme Court in the matter of K.D. Khera Vs. Union of India & Others.

[F.No. 4/2/2015-BO-I]  
VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 14 अगस्त, 2015

**का.आ. 1700.**—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) और खंड 8 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्द्वारा, लक्ष्मी विलास बैंक लि. के प्रबंध निदेशक एवं मुख्य कार्यपालक अधिकारी श्री राकेश शर्मा (जन्म

तिथि 02.07.1958) को उनके पदभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए या 31.07.2018 तक अर्थात् 60 वर्ष में अधिवर्षिता की आयु प्राप्त करने की तारीख तक अथवा अगले आदेशों तक, जो भी पहले हो 75,500/- 80,000/- रुपए के वेतनमान में केनरा बैंक के प्रबंध निदेशक एवं मुख्य कार्यपालक अधिकारी के पद पर नियुक्त करती है।

यह नियुक्ति के.डी. खेरा बनाम भारत संघ एवं अन्य के मामले में उच्चतम न्यायालय की रिट याचिका (सी) संख्या 2015 का 225 के परिणाम के अध्वधीन है।

[फा० सं० 4/2/2015-बीओ-I]  
विजय मल्होत्रा, अवर सचिव

New Delhi, the 14th August, 2015

**S.O. 1700.**—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and sub-clause 5 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Rakesh Sharma (DoB: 02.07.1958), MD & CEO, Lakshmi Vilas Bank Ltd. as MD & CEO, Canara Bank in the scale of pay of Rs. 75,500-80,000/- for a period of three years with effect from the date of his assumption of the charge of the post or upto 31.07.2018 i.e. till the date of his superannuation on attaining 60 years of age, or until further orders, whichever is earliest.

The appointment is subject to outcome of Writ Petition (C) No. 225 of 2015 in the Supreme Court in the matter of K.D. Khera Vs. Union of India & Others.

[F.No. 4/2/2015-BO-I]  
VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 14 अगस्त, 2015

**का.आ. 1701.**—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) और खंड 5 के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्द्वारा, श्री गोपालकृष्णन नारायणन (जन्म तिथि 31.10.1949) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा 70 वर्ष की आयु प्राप्त करने तक अथवा अगले आदेशों तक, जो भी पहले हो, विजया बैंक में अंशकालिक गैर-सरकारी निदेशक और गैर-कार्यपालक अध्यक्ष के पद पर नियुक्त करती है।

यह नियुक्ति अखिल भारतीय बैंक अधिकारी संघ बनाम भारत संघ एवं अन्य के मामले में उच्चतम न्यायालय की रिट याचिका (सी) संख्या 2015 का 445 के परिणाम के अध्वधीन है।

[फा० सं० 4/4/2015-बीओ-I]  
विजय मल्होत्रा, अवर सचिव

New Delhi, the 14th August, 2015

**S.O. 1701.**—In exercise of the powers conferred by clause (h) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and clause 5 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Gopal Krishnan Narayanan (DoB: 31.10.1949) as Part Time Non-official director as well as Non-Executive Chairman in Vijaya Bank for a period of three years from the date of notification of his appointment or until his attaining the age of 70 years, or until further orders, whichever is earliest.

The appointment is subject to outcome of Writ Petition (C) No. 445 of 2015 in the Supreme Court in the matter of All India Bank Officers' Confederation Vs Union of India & Others.

[F.No. 4/4/2015-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 14 अगस्त, 2015

**का०आ० 1702.**—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) और खंड 5 के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खंड (ज) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्द्वारा, श्री तिरुमंगलाकुडी चन्द्रशेखरन वेंकट सुब्रमणियन (जन्म तिथि 30.10.1949) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा 70 वर्ष की आयु प्राप्त करने तक अथवा अगले आदेशों तक, जो भी पहले हो, इंडियन बैंक में अंशकालिक गैर-सरकारी निदेशक और गैर-कार्यपालक अध्यक्ष के पद पर नियुक्त करती है।

यह नियुक्ति अखिल भारतीय बैंक अधिकारी संघ बनाम भारत संघ एवं अन्य के मामले में उच्चतम न्यायालय की रिट याचिका (सी) संख्या 2015 का 445 के परिणाम के अध्वधीन है।

[फा० सं० 4/4/2015-बीओ-I]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 14th August, 2015

**S.O. 1702.**—In exercise of the powers conferred by clause (h) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and clause 5 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Tirumangalakudi Chandrasekharan Venkat Subramanian (DoB: 30.10.1949)

as Part Time Non-official director as well as Non-Executive Chairman in Indian Bank for a period of three years from the date of notification of his appointment or until his attaining the age of 70 years, or until further orders, whichever is earliest.

The appointment is subject to outcome of Writ Petition (C) No. 445 of 2015 in the Supreme Court in the matter of All India Bank Officers' Confederation Vs Union of India & Others.

[F.No. 4/4/2015-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 14 अगस्त, 2015

**का०आ० 1703.**—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) और खंड 5 के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खंड (ज) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्द्वारा, श्री रवि वेंकटेशन (जन्म तिथि 12.01.1963) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, बैंक ऑफ बड़ौदा में अंशकालिक गैर-सरकारी निदेशक और गैर-कार्यपालक अध्यक्ष के पद पर नियुक्त करती है।

यह नियुक्ति अखिल भारतीय बैंक अधिकारी संघ बनाम भारत संघ एवं अन्य के मामले में उच्चतम न्यायालय की रिट याचिका (सी) संख्या 2015 का 445 के परिणाम के अध्वधीन है।

[फा० सं० 4/4/2015-बीओ-I]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 14th August, 2015

**S.O. 1703.**—In exercise of the powers conferred by clause (h) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and clause 5 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Ravi Venkatesan (DoB: 12.01.1963) as Part Time Non-official director as well as Non-Executive Chairman in Bank of Baroda for a period of three years from the date of notification of his appointment or until further orders, whichever is earliest.

The appointment is subject to outcome of Writ Petition (C) No. 445 of 2015 in the Supreme Court in the matter of All India Bank Officers' Confederation Vs. Union of India & Others.

[F.No. 4/4/2015-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 14 अगस्त, 2015

**का०आ० 1704.**—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) और खंड 5 के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खंड (ज) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा, श्री गोपालरमन पदमनाभन (जन्म तिथि 29.05.1955) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, बैंक ऑफ इंडिया में अंशकालिक गैर-सरकारी निदेशक और गैर-कार्यपालक अध्यक्ष के पद पर नियुक्त करती है।

यह नियुक्ति अखिल भारतीय बैंक अधिकारी संघ बनाम भारत संघ एवं अन्य के मामले में उच्चतम न्यायालय की रिट याचिका (सी) संख्या 2015 का 445 के परिणाम के अध्वधीन है।

[फा० सं० 4/4/2015-बीओ-I]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 14th August, 2015

**S.O. 1704.**—In exercise of the powers conferred by clause (h) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 and clause 5 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Gopalaraman Padmanabhan (DoB: 29.05.1955) as Part Time Non-official director as well as Non-Executive Chairman in Bank of India for a period of three years from the date of notification of his appointment or until further orders, whichever is earliest.

The appointment is subject to outcome of Writ Petition (C) No. 445 of 2015 in the Supreme Court in the matter of All India Bank Officers' Confederation Vs Union of India & Others.

[F.No. 4/4/2015-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 14 अगस्त, 2015

**का०आ० 1705.**—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) और खंड 5 के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खंड (ज) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्वारा, श्री टी० एन० मनोहरन (जन्म तिथि 07.04.1956) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, केनरा बैंक में अंशकालिक गैर-सरकारी निदेशक और गैर-कार्यपालक अध्यक्ष के पद पर नियुक्त करती है।

यह नियुक्ति अखिल भारतीय बैंक अधिकारी संघ बनाम भारत संघ एवं अन्य के मामले में उच्चतम न्यायालय की रिट याचिका (सी) संख्या 2015 का 445 के परिणाम के अध्वधीन है।

यह नियुक्ति एनसीसी लि० के बोर्ड से उनके त्याग-पत्र देने/यह शपथ देने कि उनका फार्म उनकी कार्यावधि के पूरा होने तक किसी सार्वजनिक क्षेत्र के बैंक की लेखापरीक्षा या संबद्ध कार्य से अलग रहेगा, के अध्वधीन है।

[फा० सं० 4/4/2015-बीओ-I]

विजय मल्होत्रा, अवर सचिव

New Delhi, the 14th August, 2015

**S.O. 1705.**—In exercise of the powers conferred by clause (h) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 & clause 5 of The Nationalized Bank (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Thothala Narayanasamy Manoharan (DoB: 07.04.1956) as Part Time Non-official director as well as Non-Executive Chairman in Canara Bank for a period of three years from the date of notification of his appointment or until further orders, whichever is earlier.

The appointment is subject to outcome of Writ Petition (C) No. 445 of 2015 in the Supreme Court in the matter of All India Bank Officers' Confederation Vs. Union of India & Others.

The appointment will also be subject to his resignation from the board of NCC Limited/disassociation of him and his firm from any audit or related work of any public sector bank till completion of his tenure in continuation with his undertaking.

[F.No. 4/4/2015-BO-I]

VIJAY MALHOTRA, Under Secy.

नई दिल्ली, 25 अगस्त, 2015

**का०आ० 1706.**—राज्य वित्तीय निगम अधिनियम, 1951 (1951 का 63) की धारा 46 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, यह निदेश देती है कि उक्त अधिनियम की धारा 32छ के उपबंध औद्योगिक संस्थाओं को धन उपलब्ध कराने के संबंध में केरल राज्य सरकार द्वारा स्थापित केरल राज्य औद्योगिक विकास निगम लिमिटेड पर लागू होंगे।

[फा० सं० 6/1/2014-आईएफ-II]

एम० एम० दौला, अवर सचिव

New Delhi, the 25th August, 2015

**S.O. 1706.**—In exercise of the powers conferred by sub-section (1) of the section 46 of the State Financial Corporations Act, 1951 (63 of 1951), the Central Government hereby directs that the provisions of section 32G of the said Act shall apply to the Kerala State Industrial Development Corporation Limited, established by the Kerala State Government for the financing of industrial concerns.

[F.No. 6/1/2014-IF-II]

M.M. DAWLA, Under Secy.

**श्रम एवं रोजगार मंत्रालय**

नई दिल्ली, 20 अगस्त, 2015

का.आ. 1707.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (संदर्भ सं. 27/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19/08/2015 को प्राप्त हुआ था।

[सं. एल-12011/55/2010-आई आर (बी-II)]

रवि कुमार, डेस्क अधिकारी

**MINISTRY OF LABOUR AND EMPLOYMENT**

New Delhi, the 20th August, 2015

**S.O. 1707.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 27/2011) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen, received by the Central Government on 19/08/2015.

[No. L-12011/55/2010-IR(B-II)]

RAVI KUMAR, Desk Officer

**ANNEXURE**

**BEFORE SRI SHUBHENDRA KUMAR, HJS,  
CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL- CUM-LABOUR-COURT, KANPUR**

**Industrial Dispute No. 27/2011**

Between—

The General Secretary,  
Central Bank Employees Congress (UP),  
MIG-C-1241 Rajajipuram,  
Lucknow-17

**And**

The Regional Manager,  
Central Bank of India,  
Regional Office,  
Pandu Nagar,  
Kanpur.

**AWARD**

1. Central Government, MoI, New Delhi, *vide* notification No. L-12011/55/2010-IR(B-II) dated 04.05.11, has referred the following dispute for adjudication to this tribunal.
2. Whether the action of management of Central Bank of India, Kanpur, in taking work of 1/2 scale of wages and paying 1/3 scale of wages against the bank's policy to Sri Ram Babu PTSK is just and proper? What relief the concerned workman is entitled?
3. In short the case of the workman is that he is employed by the bank with effect from December 2006 at banks Parwati Bagla Road Branch as part time safai karamchari at 1/3rd scale of pay but according to the rules of the bank he is entitled for 1/2 scale wages. Apart from the work of scavenging he had also performed the clerical work in the branch after his duty hours and that his duty hours were from 9.30 a.m. to 1.30 p.m. It is also submitted by the worker that the branch of the bank was shifted in new premises of which carpet area is 1200 sq. ft. and he had to work 29 hours per week and in this way he is entitled to get his wages at 1/2 scale wages, which has not been provided to him. In the last he has prayed that he be allowed the 1/2 scale wages with effect from December 2006.
4. Opposite party has filed reply refuting the claim of the union on the ground that the claim of the worker has been fled before the conciliation officer Kanpur to misuse the provisions of Industrial Disputes Act, 1947, there is no merit in the claim of the union, the alleged dispute raised by the union is not an industrial dispute, as a matter of fact the concerned workman was appointed a part time safai karmchari on 1/3rd scale of wages with effect from 11.01.99 to work 6 hours to 13 hours per week and thereafter no promotion letter was issued by the controlling authority in his favour hence the claim fled by the union is not tenable and is liable to be dismissed ex-facie on this ground, it is admitted by the bank that the carpet area of new premises of the bank is 1200 sq. ft. Bank has further alleged that after overlooking seniority of other employees of the bank, automatic conversion is not permissible as per banks guidelines and workman is not entitled to get 1/2 scale of wages from the opposite party. On the basis of above it has been prayed by the bank that an award may be passed in favour of the bank and against the concerned workman.
5. Rejoinder has been filed but nothing new has been pleaded therein.
6. *Vide* list of document dated 03.04.13, the bank filed the appointment letter of the workman. From a perusal of the appointment letter it reveals that the worker was appointed as Part Time Safai Karamchari on 1/3 of scale wages and his duty hours will be ranging to 6 to 13 hours per week.
7. Union has also filed certain papers *vide* application dated 20.11.2012, but by a bare perusal of the same it is quite evidence that these documents are not concerned with the claim of the worker.



8. Both sides have been given adequate opportunity to adduce evidence in support of their respective case but none has adduced any evidence in the case. As per settled legal position it is the union/workman who has to prove his case before the tribunal by adducing cogent and convincing evidence and as he had failed to discharge his obligation for adducing evidence opportunity of the workman was closed by the tribunal *vide* order dated 25.03.15.
9. As none appeared from the side of the worker, the arguments of the management were heard in the case and file was reserved for award.
10. From the above it is quite evident that it is a case where the worker has palpably failed to discharge his burden by adducing relevant evidence, therefore, it is a case of no evidence.
11. Having concluded that it is a case of no evidence, tribunal has no option but to decide the reference against the union/workman. Hence worker is not entitled for any relief pursuant to the reference order.
12. Reference is answered accordingly.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 20 अगस्त, 2015

का.आ. 1708.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 4/08) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-08-2015 को प्राप्त हुआ था।

[सं. एल-12011/59/2007-आई आर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 20th August, 2015

**S.O. 1708.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 4/08) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 19-08-2015.

[No. L-12011/59/2007-IR(B-II)]

RAVI KUMAR, Desk Officer

#### ANNEXURE

**BEFORE SRISHUBHENDRA KUMAR, HJS,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR-  
COURT, KANPUR**

**Industrial Dispute No. 4/08**

#### Between—

Sri Pradeep Saraswat,  
General Secretary,  
U.P. Bank Karamchari Sangh,  
45-A, Chandra Nagar,  
Lalbungalow,  
Kanpur, U.P.

#### And

The Senior Regional Manager,  
Punjab National Bank,  
Regional Office,  
Birhana Road,  
Kanpur, U.P.

#### AWARD

1. Central Government, MoI, New Delhi, *vide* notification No. L-12011/59/2007-IR(B-II) dated 30.10.2007, has referred the following dispute the adjudication to this tribunal.
2. Whether the action of management of Punjab National Bank in with drawing an amount of Rs. 7655/- from personal over draft account of Sri Pradeep Sarswat after sanctioning the same as LFC on 27.09.99 in response to workman application dated 23.09.99 informing about availing of LFC from 18.10.99 to 13.11.1999 by his parents, on the ground that journey undertaken by his father and mother was after expiry of 4 year block of LFC of Sri Saraswat, for the period from 01.10.1995 to 30.09.99 is legal and just? If not to what relief the workman concerned is entitled?
3. Although in the instant case the claimant has filed a very lengthy statement of claim running into 22 pages but the real facts germane for the purpose of deciding the present reference are as under.
4. It has been claimed by the workman that while he was posted as a clerk cum godown keeper at bank's Bidhnou Branch, Kanpur, he *vide* his application dated 23.09.99, paper No. 2/33, informed the branch manager that he will avail LFC facility for the period 29.9.99 to 03.10.99 and after 29.09.99 within four months his parents will also avail LFC benefit and thereby he requested that for the time being he may be allowed a sum of Rs. 4000/- along with one month's leave encashment. The said application of the workman was sanctioned by the bank on 27.09.99 and workman after taking the amount claimed by him proceeded for availing LFC on 29.09.99. The claimant before proceeding on has also submitted Annexure-C paper No. 2/34 on 23.09.99 detailing about his tour program as also informed the bank

- that his parents will avail LFC within four months. The workman further claimed that after sanctioning the LFC availed by him the bank has finally sanctioned an amount of Rs. 4168.00 paise *vide* paper no. 2/37 for the block year 01.10.95 to 30.09.99.
5. The workman further allege that *vide* application dated 07.10.99 by referring his previous application dated 23.09.99 and Form C requested the bank that now his parents will avail LFC for which he may be allowed a sum of Rs. 14000/- as an advance which was sanction to him on the same day, the paper filed by the claimant is annexure 13 of the claim statement and paper no. 2/38. The workman has further alleged that his parents availed LFC during the period 18.10.99 to 13.11.99. Thereafter the workman has produced the bill and details of journey performed by his parents which was submitted by him on 20/25.11.99 *vide* annexure 5/1-4. The bank after going through whole record accepted these documents without raising any objection of demur.
  6. The workman against advance of Rs. 14000/- has submitted final bill of Rs. 7655 with all details of journey performed by his parents and the balance amount was refunded to the bank on 20/25.11.99, as an amount of Rs. 7153/- had already been sanctioned by the authorities of the bank on 29.05.2000, *vide* annexure 5/4, against the LFC advance taken by him for his parents.
  7. It is further pleaded by the workman that the bank *vide* their letter dated 13.06.2000 annexure No. 6 of the claim statement which is paper No. 2/31, has informed the workman that the LFC TA bill submitted with regard to his parents stands rejected on the ground that the span of LFC was from 01.10.95 to 30.09.99 and his parents have availed LFC during the period 18.10.99 to 13.11.99, as such the above amounts stands recovered from his account. The workman further claims that soon after he received the above communication he tendered a representation dated 27.06.2000, requesting there in that he shocked to know that an amount of Rs. Rs. 7655/- has been withdrawn from his O/D account no. 400/-. He also requested to review the above decision after reconsidering the LFC file. He also mentioned therein that the amount that has been withdrawn from his account was withdrawn without his permission and the amount may please be return to his above O/D account.
  8. It is further stated by the claimant that no fruitful has come out in the matter he being the General Secretary of the Union has raised an industrial dispute before RLC<sup>®</sup> Kanpur and accordingly Mol, New Delhi, has referred the present dispute for adjudication.
  9. The workman accordingly has prayed that the amount of Rs. 7655/- that was illegally withdrawn on 13.06.2000 from his personal O/D account be refunded to him with 18% compound interest as the workman had to pay interest in the same manner to the bank against OD account.
  10. The opposite party bank has filed its reply and has refuted the entire claim of the workman *inter-alia*, on the ground that the workman being relieved on the basis of obtaining VRS now stands out side the scope and ambit of workman, therefore, he is not entitled to raise the present industrial dispute; that at this belated stage the issue raised by the workman cannot be termed to be an industrial dispute; that the so called dispute has not been validly and legally espoused by the union therefore, it is not an industrial dispute; and accordingly what has been referred to the industrial dispute cannot be termed to be an industrial dispute, and therefore, it was accordingly prayed that the preliminary objection raised by the bank should be decided before initiating further proceedings.
  11. Here I would like to mention that whatever issues have been raised by the opposite party bank is going to the root of the reference order regarding its proprietary and legality. It is well settled legal position that the National Tribunal, Industrial Tribunal or the Labor Court is not competent enough to go behind the reference order referred to it for its decision. It is also observed that if on any count the management was aggrieved from the reference order, it was open for them to have challenged the reference order before the Hon'ble High Court, but in any case it is not open for the tribunal to examine the legality and proprietary of the reference order. Preliminary objection of the management is answered accordingly.
  12. On facts the management has replied that the provision of para 6<sup>®</sup> of the settlement dated 08.09.1983 are no more in force, and stands superseded by Para 8 of settlement dated 05.01.1987, where in there is no provision/requirement of period of four months. Further as per provisions as amended *vide* settlement dated 05.01.87, LFC can be availed by the employee without attendance of the workman. It is also alleged by the Bank that though the family of the workman is entitled to journey separately while availing LFC in respect of self but the family has to necessarily avail the benefit within the span only.

13. On merit of the case it has been pleaded by the bank that since the claimant is no more employee of the bank as he has opted VRS 2000 and relieved on 17.03.2001. The bank has also refuted the claim of the workman that he has been forcefully retired from the service of the bank rather it is a fact that the workman of his own free will have obtained VRS from the services of the bank and accordingly he was paid his all retirement benefits which has been accepted by him without any demur or objection.
14. It is further alleged by the bank that in any event the provision contained in para 6(3) of settlement dated 08.09.1983 are not applicable as per said Para one of the journey has to be performed by the family with the workman concern because the provision says that LFC may be availed of by the workman's family for travel without attendance on either journey and it is in this context that the limitation of four months have been prescribed between the date of commencement of journey and the date of return journey.
15. Accordingly it has been prayed that the action of the bank in rejecting the claim of the workman is just legal, proper and in the light of the Bipartite Settlement, the claimant is not entitled to the relief claimed by him.
16. The management *vide* application paper no. 14/1 has sought certain amendment in their written statement which was rejected *vide* order dated 26.09.2011.
17. The management *vide* their application dated 16.11.2009 has filed paper no. 9/1-14, relevancy of which shall be discussed at appropriate stage in the body of the award.
18. Along with claim statement worker has also filed certain documents in the shape of photocopies.
19. Whereas worker has appeared in the witness box and has examined himself as w.w.1, management has not examined any witness.
20. I have heard the arguments of the parties at length and have also perused the record of the case carefully.
21. The admitted facts between the contesting parties are that Sri Pradeep Saraswat was in the service of the bank who has chosen 4 years block for Leave Fare Concession (for short LFC) and has applied for LFC on proper format paper no. 9/9 on 23.3.99 wherein he has mentioned the date of availing LFC for himself *i.e.* from 29.09.99 to 03.10.99, and has also informed that his parents shall avail LFC after wards within four months. He has also given a letter to Manager PNB, Bidhunu Kanpur on 23.02.99 along with format for availing LFC for himself from 29.09.99 to 03.10.99 and for availing LFC for his parents after 29.09.99 but within four months and applied for advance for Rs.4000/- and leave encashment for one month salary which is admitted to have been sanctioned and thereafter, after expiry of 4 year block of LFC, he submitted another application to the branch manager PNB on 07.10.99 referring earlier mentioned format on form C and requesting the branch manager to make payment of Rs.14000/- advance for availing LFC by his parents. It is also admitted to have been sanctioned by the branch manager althrough the period of 4 year block of LFC has expired. It is paper No. 2/38 filed by the worker Sri Pradeep Saraswat.
22. Sri Pradeep Saraswat has examined himself as w.w.1. He has also supported the facts and documents filed by himself wherein he has also mentioned about bipartite settlements of bank. In para 10.1 of Bipartite Settlement it is settled that family of worker can avail LFC within four months from the date LFC is availed by worker himself.
23. Representative for the bank contended that a family of worker has availed LFC after block of 4 years, money advanced to worker is withdrawn legally and has drawn my attention on circular letter No. 21/91 dated 01.06.91 which is paper No. 4/2, wherein it has been mentioned that journey of LFC should commence before the expiry of the block. It appears to be a letter issued by Assistant General Manager (P), Punjab National Bank while in bipartite settlement it is settled that family of worker should commence their journey within four months from the date LFC is availed by worker. It is not specified in Bipartite settlement that journey for availing LFC for the family of worker should commence within block.
24. The contention of representative for the bank has no force espically on perusing application for giving advance by the claimant to the branch manager for availing LFC facility to his family. Paper No. 2/38 which is moved on 07.10.09 *i.e.* after expiry of the block and on this application the then branch manager has not made any objection before sanctioning the advance and that application has been moved after expiry of block and advance cannot be sanctioned. As on this application advance was sanctioned to the workman it can be held that branch manager has given implied consent for availing LFC for the

parents of the workman within four months from the date journey is commenced by the workman.

25. Thereafter when the claimant has submitted his bills for LFC it was objected for the flit time and as alleged by workman amount of Rs. 7655 has been deducted from the account of the worker without giving any notice. It is also against rules of natural justice money sanctioned for availing LFC has been deducted from the account of justice money without giving any notice or opportunity of hearing.
26. It is well settled law that once a facility is provided to employee by his employer it cannot be withdrawn without giving any notice or opportunity of hearing.
27. In this case particularly when worker had applied for getting advance of availing LFC by his parents after expiry of the block year, it was the duty of the then branch manager to inform him about the circular of the bank dated 01.08.91 and should not have sanctioned the advance and once he had sanctioned the advance he has no authority to withdraw it from the account of the worker without giving any notice or opportunity of hearing.
28. Therefore in view of the above observation, it is held that the action of the management of Punjab National Bank in with drawing an amount of Rs. 7655 from personal over draft account of Sri Pradeep Saraswat after sanctioning the same as LFC on 27.09.99 in response to workman application dated 23.09.99 informing about availing of LFC from 18.10.99 to 13.11.1999 by his parents, on the ground that journey undertaken by his father and mother was after expiry of 4 year block of LFC of Sri Saraswat, for the period from 01.10.1995 to 30.09.99 is neither legal nor just? Accordingly workman is held entitled for Rs. 7655 from the management of Punjab National Bank.
29. Management is further directed to make the payment of the amount of Rs. 7655 to the workman within three months from the date of publication of award.
30. Reference is answered in above terms in favour of the worker and against the bank.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 20 अगस्त, 2015

कांआ 1709.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम

न्यायालय, कानपुर के पंचाट (संदर्भ 2/08) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19.08.2015 को प्राप्त हुआ था।

[सं एल-12012/83/2007-आई आर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 20th August, 2015

**S.O. 1709.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/08) of the Central Govt. Indus. Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial Dispute between the management of Allahabad Bank and their workmen, received by the Central Government on 19.08.2015.

[No. L-12012/83/2007-IR (B-II)]

RAVI KUMAR, Desk Officer

#### ANNEXURE

#### BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, KANPUR

Industrial Dispute No. 2/08

#### Between—

Sri Rakesh Kumar,  
Son of Sri Ram Gopal,  
Village Mauhar,  
Post Atraiya,  
Hamirpur.

#### And

The Assistant General Manager,  
Allahabad Bank,  
Zonal Office,  
10/379, Rameni,  
Hamirpur-210301.

#### AWARD

1. Central Government, Mol, New Delhi, *vide* notification No. L-12012/83/2007-IR(B-II) dated 27.11.07, has referred the following dispute for adjudication to this tribunal.
2. Whether the action of the management of Allahabad Bank, Hamirpur, in terminating Sri Rakesh Kumar PCCF Allahabad Bank Mundera Branch, Hamirpur from service with effect from 01.04.04 is just fair and legal? If not to what relief the workman concerned is entitled?
3. It is alleged by the workman that he worked with the opposite party 01.02.02 to 31.03.04 continuously and performed the work of regular and permanent nature of sub staff. He has also



detailed then nature of work done by him in his claim statement. He was verbally terminated from his service by the opposite party without order in writing. It is also claimed by the worker that at the time of termination of his service he was neither given any notice, nor notice pay and nor the retrenchment compensation therefore the action of the opposite party is in breach of provisions of section 25F of the Act and thus is liable to be set aside. Lastly he has prayed that he be reinstated in the service of the bank with full back wages and all consequential benefits.

4. The claim of the workman has been denied by the opposite party bank on the ground that he was never appointed against any sanctioned post, he was never subjected for regular selection process, he was never terminated by the bank, he is not a workman as per provision of the I.D. Act and lastly that he had never completed 240 days of continuous service within the meaning of section, therefore, he is not entitled for the protection of section 25F of the Act. Lastly it is prayed that the claim of the worker is liable to be rejected being devoid of merit.
5. In this case the worker despite availing of sufficient opportunity did not turn up for adducing his evidence, therefore, opportunity to adduce evidence by him has been closed by the tribunal and management has also made an endorsement to the effect that since the worker has not adduced any evidence they are not interested in adducing any evidence in the case.
6. Therefore, from the above it is clear that it is a case of no evidence and the tribunal is left with no option but to hold that the workman is not entitled for any relief and accordingly the reference is answered against the worker.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 20 अगस्त, 2015

कांआ 1710.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं० 06/09) को प्रकाशित करती है जो केन्द्रीय सरकार को 19.08.2015 को प्राप्त हुआ था।

[सं० एल-12011/78/2008-आई आर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi the 20th August, 2015

**S.O. 1710.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (Ref. 06/09) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial Dispute between the management of Allahabad Bank and their workmen, received by the Central Government on 19.08.2015.

[No. L-12011/78/2008-IR (B-II)]

RAVI KUMAR, Desk Officer

#### ANNEXURE

#### BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM- LABOUR COURT, KANPUR

Industrial Dispute No. 06 of 09

#### Between—

The General Secretary,  
Bank Staff Association,  
46/26-A,  
North Malaka,  
Allahabad.

#### And

The Assistant General Manager,  
Allahabad Bank,  
Taksal Theatre Building,  
Varanasi.

#### AWARD

1. Central Government, MoI, New Delhi, *vide* notification No. L-12011/78/2008-IR(B-II) dated 13.10.08, has referred the following dispute for adjudication to this tribunal.
2. Whether the action of the management of Allahabad Bank in imposing the penalty of dismissal from service *vide* order dated 13.09.94 on Sri Panna Lal, Head Cashier and rejecting his appeal by the appellate authority *vide* order dated 21.12.94 is legal and justified. What relief the concerned workman is entitled. The workman in the instant case has filed his claim stating there that on the basis of inquiry on certain acts of omission and commission as narrated in the charge sheet dated 15.09.93, he was subjected to disciplinary action and on the basis of report of the inquiry officer and after providing him opportunity of being heard his services were dispensed with by the disciplinary authority by order dated 13.09.94 and appeal filed against it was also rejected by order dated 21.12.94. Being aggrieved by the illegal action of the opposite party he raised the present dispute praying that the action of the management in dismissing his service be declared as illegal and order of dismissal and order of appeal be set aside and he be

reinstated in the service with full back wages, seniority and all consequential benefits.

3. The opposite party fled its reply denying the claim of the worker on legal issues as well as on merit. It is also pleaded by the opposite party that the bank has not committed any illegality in issuing charge sheet to the concerned workman for the acts of omission and commission committed by him and the bank has rightly taken up the workman into disciplinary action and on the basis of report of inquiry in which allegations levelled against the worker were found proved, after providing opportunity of hearing the workman has been punished by way of dismissal from service, the appellate authority has also rightly rejected the appeal of the worker after finding that appeal is devoid of merit. There is no illegality committed by the opposite party, therefore, the claim of the worker is devoid of merit and he is not entitled for any relief as claimed by him.
4. It is pertinent to mention here that after receipt of several notices to the worker he did not turn up for his evidence in the case. The case is pending since long for evidence of parties *i.e.* 13.05.11 but till date no evidence could be recorded for deliberate fault of the worker in making his presence in the case. It therefore, appears that he is not interested in contesting his case.
5. Considering the conduct of the worker the representative for the bank on 20.05.15 has also made an endorsement on the order sheet that they too will not adduce any evidence in the case.
6. Considering the facts of the case it reveals that it is a case of no evidence, and under such circumstances, the tribunal is left with no option but to hold that the claim of the worker is liable to be rejected for want of evidence and proof.
7. Accordingly the claim of the workman is rejected and he is held to be not entitled for any relief.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 20 अगस्त, 2015

का० आ० 1711.— औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ़ बड़ोदा के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 23/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 19/08/2015 को प्राप्त हुआ था।

[सं० एल-12011/27/2007-आई आर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 20th August, 2015

**S.O. 1711.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 23/2007) of the Central Government Industrial Tribunal-Cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the management of the Bank of Baroda and their workman, received by the Central Government on 19/08/2015.

[No. L-12011/27/2007-IR(B-II)]

RAVI KUMAR, Desk Officer.

#### ANNEXURE

#### BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 23/2007

#### BETWEEN—

The Assistant General Secretary,  
U.P. Bank of Baroda Employees Union,  
C/o Bank of Baroda,  
Latouche Road,  
Kanpur.

#### AND

The Assistant General Manager,  
Bank of Baroda,  
Regional office,  
Gumti No. 5,  
Kanpur-208001.

#### AWARD

1. Central Govt. MoI, New Delhi *vide* notification no. L-12011/27/2007-IR (B-II) dated 04.07.07, has referred the following dispute for adjudication to this tribunal.
2. Whether the action of the management of Bank of Baroda in removing Sri Mukesh Sharma, Assistant, from service *vide* order no. UPK/31/HRM/637/1278 dated 11.08.2005 is justified or legal? if not what relief the concerned workman is entitled to?
3. At the outset it may be pointed out here that in the instant case *vide* order dated 08.03.2010 a preliminary issue to the effect whether the inquiry conducted by the opposite party is just & proper? If not to what relief?
4. The authorized representative for the workman on 15.12.2004, very fairly conceded the fairness of the domestic inquiry and also moved an application praying therein that he will confine

- his arguments only on the line of section 11-A Industrial Disputes Act, 1947, *i.e.* quantum of punishment awarded to the workman.
5. The undisputed facts of the case is that the workman was issued a charge sheet dated 8.11.2004 by the disciplinary authority for committing gross-misconduct and the inquiry officer after concluding the inquiry submitted his report to the disciplinary authority. Thereafter the workman was issued a show cause notice dated 30.07.2005 by the disciplinary authority and after considering the reply of the workman final order of punishment dated 11.08.2005 was passed by the disciplinary authority. The appeal preferred by the workman did not find favour at the hands of the appellate authority who ultimately dismissed the appeal *vide* its order dated 02.12.2005.
  6. Being aggrieved by the above orders the workman has raised the present industrial dispute through the union of which he was member and has filed his statement of claim raising a number of grounds challenging the action of the management.
  7. As stated in the opening paragraph of the award as the authorized representative for the workman has conceded the fairness of the inquiry and submitted that he will confine his argument only on the point of quantum of punishment awarded to the workman, therefore, there is hardly any need to detail the facts of the case as mentioned in the statement of claim. There is also no necessity to detail the facts narrated by the opposite party in the their reply.
  8. However, in the claim statement the legality and propriety of the charge sheet has been assailed by the workman on the ground that as the disciplinary authority without inviting the reply to the charge sheet from the workman and without considering the same has appointed enquiry officer and presenting officer in the charge sheet itself which shows that the mind of the disciplinary authority was clouded with bias against the workman and is in violation of the provision of para 19.1 of Bipartite Settlement dated 19.10.66 which clearly provide that an opportunity is required to be given to the workman to reply the charge memo.
  9. The opposite party in 9 of their reply to the above allegations of the workman has asserted that the workman was advised that if he desires he may submit his written statement before the inquiry officer and as the misconduct committed by the workman and admitted by him was of grave nature hence he was rightly awarded punishment by the disciplinary authority.
  10. The representative for the management *vide* application dated 19.01.2009 has filed 13 documentys relevancy of which will be discussed in the body of the award at the appropriate stage.
  11. By a bare perusal of the charges sheet dated 08.11.2004, it is quite obvious that the workman was charged on 6 counts *viz.*, (i) you remained on unauthorized absence for 36 days without obtaining prior permission and proper sanction; (ii) you committed acts prejudicial to the interest of the bank which are acts of Gross-misconduct under clause 19.5 (j) of Bipartite Settlement; (iii) you committed willful insubordination of lawful and reasonable order of your Br. Head; (iv) you are highly irregular in attending duty; (v) you are negligent in performing duties and (vi) you have given false statement to the bank.
  12. I have arguments of the parties at length and have carefully gone through the whole records of the case.
  13. The representative for the workman has fairly contended that the workman had admitted all the charges in writing before the enquiry officer on 26.04.05, which was taken non record by the enquiry officer. On 12.01.15, the above document was admitted by the representative for the workman as well as by the workman himself by endorsing that the documents is admitted to him.
  14. It was further submitted by the auth. Representative for the workman that initially the workman was appointed a peon in the bank and later on he was promoted as a clerk and as the entire routine work of the bank switched over to computer system, he was not able to perform the work on computer system, therefore, this Hon'ble tribunal in exercise of its powers conferred upon it under section 11-A of Industrial Disputes Act, 1947, may award any lesser punishment that was awarded to the workman by demoting him at the post of messenger.
  15. On the other hand it was contended by the representative for the bank that the workman is habitual of remaining on unauthorized absence from duties without any sanctioned leave and or premission of the competent authority; that other acts of misconduct are also in the nature of gross-misconduct and as whole charges have been admitted by the workman without any demur, therefore, it is not a fit case where this tribunal should exercise its jurisdiction under section 11-A of Industrial Disputes Act, 1947, and the claim of the workman is liable to be dismissed.

16. I have given my due consideration to the rival arguments advanced by the representatives for the parties in the light of allegations of charges. In Para 3 of the charge sheet in a very clear term it has been mentioned that you were in the habit of refusing to carry out the duties assigned to you under the pretext that you do not know how to carry out the work assigned to you. When duties relating to realization of OBCs was assigned, you refused to do it saying that you do not know how to do that work. You were therefore taught by the Branch Manager for a period of 15 to 20 days ending on 18.10.2003 how to realise OBCs. However, you refused to carry out work allotted to you.
17. By the above conduct of the workman as depicted in the charge sheet one and only one inference that can be drawn is that after receiving training at the branch he did not mend himself and continued repeating disobedience of the orders of his superiors willingly and knowingly. This is certainly a very serious act on the part of the workman which could not be viewed lightly for any reasons what so ever. It is a matter of common knowledge that day to day working in bank is of an important nature and if a man like the workman is allowed to remain in the service of the bank, I am afraid that the entire work of the branch would be badly hampered causing great prejudice to the constituents of the bank. Therefore, I am not convinced with the arguments of the representative for the workman that the workman be awarded lesser punishment of demoting him at the post of peon.
18. There is yet another aspect of the matter for which tribunal cannot exercise its jurisdiction in the present case under section 11-A of the Act. I have gone through provision of rule governing the service condition of the workman and find that there is no provision that the workman may be demoted at the post of peon even by disciplinary authority what to say for Industrial Tribunal. As such I do not find any merit in these arguments as it is beyond the scope and ambit of the provisions of service rule.
19. The representative for the bank has also invited attention of the tribunal towards paper no. 14/16 in which kind of assignment of work has been mentioned and it was argued that Sri Mukesh Sharma was assigned the work of preparing of dak, work of cash sorting and the workman did not perform the work till 2.00 p.m. and he was reminded orally in this regard by the branch manager still he did not perform the work and spent time in the bank without work. He was questioned as to why he did not comply with the orders; his reply was that he did not know the work of cash sorting.
20. It is also crystal clear from the admission made by workman during inquiry wherein he as admitted all the charges mentioned in the charge sheet and submitted that he being sub staff to clerical promotee he is not well worsed in the job of accounts department so mistakes and delay are bound to occur. It shows that the workman is not fit to be retained in service as clerk as after having training by Branch Manager he is not well worsed with the job of clerk in the bank and if a person after having training of work commits willful disobedience and considering that job of clerk carrier much more responsibility as transaction of public money is involved. Therefore, person like workman failed to show any reason to allow himself to be retained in bank service.
21. From the charge sheet it is crystal clear that the workman was given training by the branch manager but neither he was serious nor sincere in the work allotted to him and he has committed disobedience willfully and deliberately with a view to avoid the work assigned to him.
22. A person like the workman cannot be adjusted in the service of the bank as it is established from the charge sheet and from the admission of charges by the workman that he never remained serious in his work, therefore, it is held that he was rightly punished by the disciplinary authority for the admitted charges.
23. The disciplinary authority while punishment order has already taken a lenient view in the matter of award of punishment and had punished the workman by way of removal from service with superannuation benefits.
24. Considering the entire facts and circumstances of the case the tribunal is not inclined to interfere with the punishment awarded to the workman.
25. Accordingly my award is that the workman is not entitled for any relief consequently reference is decided against the worker and in favour of the bank.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 20 अगस्त, 2015

का० आ० 1712.- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच



अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 83/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 19/08/2015 को प्राप्त हुआ था।

[सं. एल-12012/03/2012-आई आर (बी-II)]  
रवि कुमार, डेस्क अधिकारी

New Delhi, the 20th August, 2015

**S.O. 1712.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 83/2012) of the Central Government Industrial Tribunal-cum-labour court, Kanpur as shown in the Annexure, in the Industrial Dispute between the management of the Central Bank of India and their workman, received by the Central Government on 19/08/2015.

[No. L-12012/03/2012-IR(B-II)]  
RAVI KUMAR, Desk Officer

#### ANNEXURE

**BEFORE SRI SHUBHENDRA KUMAR, HJS,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, KANPUR**

Industrial Dispute No. 83/2012

#### BETWEEN—

The Rakesh Kumar Sharma,  
Son of late Basant Lal Sharma,  
Resident of Kamla Bazar,  
Sasni,  
Mahamayanagar, U.P.

And

The Zonal Manager,  
Central Bank of India,  
Zonal office,  
Sanjai Place, Agra.

#### AWARD

1. Central Govt. MoI, New Delhi *vide* notification no. L-12012/03/2012-IR (B-II) dated 21.09.2012, has referred the following dispute for adjudication to this tribunal.
2. Whether the action of the management of Central Bank of India, Agra in terminating the services/ Agency of Sri Rakesh Kumar Sharma son of Late Basant Lal Sharma workman with effect 16.04.09 is just, legal and fair? if not to what relief the workman concerned is entitled to?
3. In the instant case after exchange of pleadings between the parties, the representative for the

workman appeared in the case on 09.10.13 and moved an adjourned application on the ground that worker is ailing for last several months and he could not contact to him, therefore, a months time be allowed for filing rejoinder in the case and the said application was allowed by the tribunal as the application was not objected by the bank.

4. Thereafter several dates were fixed in the case and even the representative for the workman attended the hearing of the case on 08.04.15, but neither had he filed any rejoinder nor document in support of the case of the workman. Even the workman also did not attend the proceedings of the case and ultimately on 23.04.15 the representative for the workman made an endorsement on the order sheet of the case that the concerned workman has not filed any document, hence bank management does not want to file any document.
5. In view of above it is clear that the workman is not interested in prosecuting his claim before the tribunal and he deliberately absented in the proceedings of the case and also did not adduce any evidence documentary or oral in the case. Thus virtually it is a case of no evidence and under the circumstances of the case the tribunal is left with no other option but to decide the reference against the workman for want of evidence and proof.
6. Accordingly the action of the management in terminating the service/agency of the workman with effect from 16.04.09 is held to be just fair and legal and the workman is held entitled to no relief pursuant to the present reference order.
7. Reference is decided in the above terms.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 20 अगस्त, 2015

**का०आ० 1713.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के (संदर्भ सं. 26/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 19.08.2015 को प्राप्त हुआ था।

[सं. एल-12011/79/2012-आई आर (बी-II)]  
रवि कुमार, डेस्क अधिकारी

New Delhi, the 20th August, 2015

**S.O. 1713.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 26/2013)

of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen, received by the Central Government on 19/08/2015.

[No. L-12011/2012-IR(B-II)]  
RAVI KUMAR, Desk Officer.

#### ANNEXURE

**BEFORE SRISHUBHENDRA KUMAR, HJS,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL  
CUM-LABOUR COURT, KANPUR**

Industrial Dispute No. 26 of 2013

Between—

Sri R.P. Singh,  
State Executive Committee Member,  
Central Bank Workers Organization,  
3/13, Mathura Nagar,  
Aligarh

And

The Branch Manager,  
Central Bank of India,  
Branch Office,  
Sasni,  
District Mahamaya Nagar.

#### AWARD

1. Central Government, Mol, New Delhi, *vide* notification no. L-12011/79/2012-IR (B-II) dated 11.03.2013 has referred the following dispute for adjudication to this tribunal.
2. Whether the action of the management of Central Bank of India, Asni Branch in terminating the service of Sri Sonu *alias* Sheelendra *w.e.f.* December 2011 is just fair and legal? What relief the workman concerned is entitled to?
3. It is pertinent to mention here that the workman after exchange of pleadings between the parties stopped attending the tribunal and on most of the dates fixed in the case, management representative remained present in the proceedings of the case, Neither the union raising the dispute on behalf of the workman nor the workman himself filed any document nor any evidence by workman was adduced. Therefore, the representative for the management made an endorsement on the order sheet on 23.04.15 to the effect that as the concerned workman has not filed any document hence bank management does not want to file any document.
4. Therefore, considering the above facts and circumstances of the case it is absolutely clear that it is a case where neither any document has

been filed by the parties nor any oral evidence has been lead in support of their respective cases. It is the workman on whom heavy burden lies to prove his case by adducing cogent and convincing evidence, but as he failed to adduce any evidence in the case as well as it is also clear from the conduct of the workman that he seems to not interested to press his claim before the tribunal, under these circumstances of the case, tribunal is left with no other option but to hold that the action of the management in terminating the services of the workman with effect from December, 2011 is just and fair and he is not entitled for any relief as claimed by him in his claim statement for want of evidence and proof.

5. Therefore, the reference is decided against the workman and in favor of the bank.

SHUBHENDRA KUMAR, Presiding Officer.

नई दिल्ली, 20 अगस्त, 2015

का०आ० 1714.- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कानपुर के पंचाट (संदर्भ सं. 52/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 19.08.2015 को प्राप्त हुआ था।

[सं. एल-12012/114/2004-आई आर (बी-II)]  
रवि कुमार, डेस्क अधिकारी।

New Delhi, the 20th August, 2015

**S.O. 1714.**—In pursuance of section 17 of the Industrial Disputers Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 52/2004) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the management of Allahabad Bank and their workmen, received by the Central Government on 19/08/2015.

[No. L-12012/114/2004-IR(B-II)]  
RAVI KUMAR, Desk Officer

#### ANNEXURE

**BEFORE THE PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL- CUM-LABOUR COURT, KANPUR**

Present Sri Shubhendra Kumar, HJS

Industrial Dispute No. 52 of 2004.

**Between**

Sri Surendra Prasad Kharwar,  
Son of Sri V P Kharwar,  
Village & Post Mhandra,  
Ghazipur.

**AND**

The Regional Manager,  
Allahabad Bank,  
Regional Office,  
Civil Lines Allahabad.

**AWARD**

1. Central Government, Mol, New Delhi, *vide* notification no. L-12012/114/2004-IR(B-II) dated 07.10.2004, has referred the following dispute for adjudication to this tribunal.
2. Whether the action of the claim of Sri Suresh Prasad Kharwar that he has been illegally terminated from the service of Allahabad Bank with effect from 17.10.94 is legal and justified? If yes what relief the workman is entitled for?
3. In short the case of the worker is that he was engaged by the branch manager on 21.12.84 at the post of safai karmi under approval and intimation to the Regional Manager of the Bank and he worked continuously till 09.08.94 and in this way he had completed 240 days continuous service under the opposite party. During the period of his employment he performed all the work of permanent nature at the branch and he was also allowed to sign the attendance register by the manager of the branch. All of sudden on 17.10.94 he was not taken on job and his name was also struck off from the muster rull/attendance register without showing any cogent reasons and also he was neither offered any notice, notice pay or retrenchment compensation by the bank at the time of his termination, therefore, his termination from service is bad in law as it is in breach of provisions of section 25F of the Act.
4. Therefore the workman has prayed that he be reinstated in service of the bank after setting aside the termination order of the bank and he be paid his full back wages and consequential benefits.
5. The worker along with his claim statement has also filed certain document in the shape of photocopies running from paper no. 6/9-39.
6. The bank has filed its reply wherein the claim of the workman has been denied vehemently and it is also prayed that the claim of the worker is devoid of merit and is liable to be dismissed and being so the worker is not entitled for any relief.
7. From the record it appears that he workman stopped appearing in the case from 10.09.2010, when he moved last application for adjournment.
8. It also appears from the record that worker has also not adduced his evidence in support of his

claim nor has summoned the original documents from the management of which either photocopies or carbon copies have been filed by him.

9. Therefore, from the conduct of the worker it is quite clear that the worker is not interested in prosecuting the present case before the tribunal.
10. Accordingly an award in the case is passed against the worker as he appears to be not interested in pressing the present reference before this tribunal.
11. The reference is therefore, answered against the union holding that they are not entitled for any relief pursuant to the present reference order.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 20 अगस्त, 2015

का०आ० 1715.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 76/97) को प्रकाशित करती है जो केन्द्रीय सरकार को 19.08.2015 को प्राप्त हुआ था।

[सं एल-12012/42/96-आई० आर० (बी-II)]  
रवि कुमार, डेस्क अधिकारी

New Delhi, the 20th August, 2015

**S.O. 1715.—** In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.No. 76/97) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 19/08/2015.

[No. L-12012/42/96-IR(B-II)]  
RAVI KUMAR, Desk Officer

**ANNEXURE**

**BEFORE SRI SHUBHENDRA KUMAR, HJS,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL CUM LABOUR  
COURT, KANPUR**

Industrial Dispute No. 76 of 97

Sri S. K. Sheson,  
State Executive Member,  
14/123 Krishnapur,  
Rajpur Road,  
Dehradun.

**AND**

Regional Manager,  
Punjab National Bank,  
Regional Office,  
156, Civil Lines,  
Bareilly.

**AWARD**

1. Central Government, Mol. New Delhi *vide* Notification No. L-12012/42/96 IR B-II dated 3/12.05.97 has referred the following dispute for adjudication to this tribunal.
2. Whether the Action of the management of Punjab National Bank in dismissing the service of Sri R N. Pandey with effect from 13.04.93 is legal and justified? If not to what relief the workman is entitled and from what date?
3. In short the case of the workman is that at the relevant time he was posted as Cashier/Godown Keeper at BO Izatnagar, Bareilly. Workman was falsely implicated in certain acts of misconduct of allegedly receiving money from three persons for depositing the same in the bank against receipts issued by the workman concerned allegedly under his signatures with date affixing bank stamp and not depositing the said money in the bank and destroying the concerned vouchers without making entry in cashiers long book, thus allegedly misappropriating cash amount totaling Rs. 12,200/- willfully and allegedly destroying bank records. He has also challenged the action of the bank on the ground that he was not issued first show cause notice for providing to explain his conduct prior to the initiation of contemplated disciplinary action which shows the mind of the disciplinary authority was preoccupied. A charge sheet dated 27.08.91 was issued by the Senior Manager without authority thereby the whole inquiry is vitiated and is nullity in the eye of law and as such no punishment can be awarded to the workman. Reply to the charge sheet was never demanded by the bank. He was placed under suspension with effect from 07.01.92. The inquiry officer was bias person and the proceedings before him were only an empty formality and findings of the inquiry officer based on such inquiry which is perverse. The order of punishment dated 13.04.93 passed by the disciplinary authority on the basis of invalid perverse findings of inquiry officer is bad in law and is liable to be quashed. material prosecution witnesses were neither produced before the inquiry officer nor were examined to prove the charges. He was issued tentative show cause notice by the disciplinary authority on 23.03.93,

with which copy of inquiry report was not enclosed. Finally the proposed punishment of dismissal from service was imposed against him *vide* order dated 13.04.93.

4. On the basis of above it is prayed by the workman that the punishment of dismissal from service be set aside and he be reinstated in service with full back wages, continuity of service and all consequential benefits.
5. Opposite party has filed its reply against the claim of the worker in which it is pleaded that the workman was issued charge sheet by the bank for gross misconduct as defined in para 19.5 (j) of Bipartite Settlement and after holding departmental inquiry punishment of dismissal from service was awarded to the workman from 13.04.93 after providing him personal hearing by the disciplinary authority. During personal hearing the workman expressed his regret. Workman had not submitted any reply against charge sheet issued to him for his gross misconduct. Punishment order passed by the disciplinary authority is just, proper and in accordance with the law and no prejudice can be said to have been caused to the workman. Workman was given full opportunity for his defense by the inquiry officer and the charges were found to have been proved against the workman by the inquiry officer in his report. The management has therefore, requested that the claim of the workman is liable to be rejected being devoid of merit and the workman is not entitled for any relief in the circumstances of the case.
6. It is pertinent to mention here that none of the parties have adduced oral evidence in the case, rather the bank has produced entire file relating to the disciplinary action held against the workman.
7. From perusal of records it appears that the parties are not responding in this case since 24.10.03, after issuing fresh notices and representative for the bank appeared on 26.08.13 and 24.09.13 and thereafter he also stopped coming in the case.
8. Previous to this the case was fixed for arguments in the year 2007 but parties did not appear in the case.
9. It appears that parties have no interest in the case, therefore, file was perused.
10. On perusal of record it appears that in this case award was made on 21.06.97 against the workman for want of claim statement. Thereafter on the application of the workman award was recalled by the tribunal *vide* order dated 02.04.98. Thereafter the management challenged the order setting aside the award before Hon'ble High Court



Allahabad in CMWP No. 43328 of 98 which was decided by Hon'ble High Court on 18.12.98 with the direction to the tribunal that tribunal shall give a fresh look to the matter in view of decision of Hon'ble Apex Court and pass order after hearing the counsel of the parties and order dated 02.11.98 shall stand in abeyance. Thereafter, on the application of the bank, the bank was asked to file application against restoration application moved by the worker and that the matter was decided by order dated 13.11.03 and order dated 02.11.98 was maintained and the management was given time to file written statement. Thereafter several opportunities were given for adducing evidence to the parties but one of them adduced evidence. As discussed earlier thereafter parties did not appear to adduce their submission even after giving notices. As the case is critically old it was fixed for award after perusal of record.

11. As the instant case is a case of dismissal of the workman after holding disciplinary inquiry and it is also alleged in the claim statement that inquiry was done arbitrarily and against the rules of natural justice but none appeared on behalf of the workman to make any submission for holding inquiry as vitiated by making any submission.
12. In the reply filed by the management it is alleged that the workman was served with charge sheet dated 27.08.91 for gross misconduct under para 19.5(j) of Bipartite Settlement. He was given reasonable opportunity to file reply, he participated in the inquiry and was given all opportunity to place his defense. On conclusion of inquiry, report was submitted by the inquiry officer to the disciplinary authority. Concurring with the findings of the inquiry officer the disciplinary authority issued show-cause notice to the workman proposing punishment of dismissal from service. It was also stated that bank is likely to recover the amount of loss suffered by the bank on the part of Sri Pandey. He was also given opportunity of personal hearing wherein worker expressed his regrets. Keeping in view the gravity of charges proved against the workman inasmuch as he had not only embezzled public fund but also destroyed the bank's record, the disciplinary authority confirmed the punishment proposed by order dated 13.04.93. Appeal against it also stands rejected by the appellate authority after giving him personal hearing.
13. On perusal of inquiry file filed by the management, I find averments made in written statement as mentioned above are correct and Sri Pandey was given all natural and probable opportunity in his

defense by the inquiry officer. Therefore, it is held that inquiry conducted by the bank against the workman is just, fair and proper and also I do not find any reason to disturb the punishment awarded to the workman which appears to be commensurate with the gravity of misconduct proved against the workman.

14. For the reasons recorded above, it is held that the action of the management in dismissing Sri R. N. Pandey from bank service is neither illegal nor unjust. Worker is therefore, held entitled to no relief.
15. Reference is answered accordingly in favor of the bank and against the workman.

SHUBHENDRA KUMAR, Presiding Officer.

नई दिल्ली, 20 अगस्त, 2015

का० आ० 1716.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कापॉरेशन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 17/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 19/08/2015 को प्राप्त हुआ था।

[सं० एल० 12012/69/2008-आई० आर० (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 20th August, 2015

**S.O. 1716.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the Award (Ref. 17/2009) of the *Cent. Govt. Indus.-Tribunal-cum-Labour Court, Kanpur* as shown in the Annexure, in the Industrial dispute between the management of **Corporation Bank** and their workmen, received by the Central Government on 19/08/2015.

[No. L-12012/69/2008-IR(B-II)]

RAVI KUMAR, Desk Officer

#### ANNEXURE

**BEFORE SHRI SHUBHENDRA KUMAR, HJS,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
KANPUR**

Industrial Dispute No. 17 of 2009

#### Between:

Shri Pappu Ram Meena,

S/o Shri Shiv Lal Meena,

C/o Shri Devi Singh Dhakarti,

R/o 4/20, C-4 Sjancker Colony, Near Tehsil Sadar,

Agra.

**And**

The Assistant General Manager,  
Zonal Office,  
1-1/F Ashok Marg,  
Near Nishatganj, Gomti Nagar,  
Lucknow-226001

### AWARD

1. Central Government, MoI, New Delhi, *vide* notification No. L-12012/69/2008 IR(B-II) dated 06.02.2009, has referred the following dispute for adjudication to this tribunal.
2. Whether the action of the management of Corporation Bank, Agra in refusing Shri Pappu Ram Meena, sub staff from the service with effect from 23.07.07 is legal and justified? What relief the workman concerned is entitled to?
3. It is claimed by the workman that on 10.06.2004, he was engaged by the bank as subordinate staff and worked continuously till 23.07.07, i.e., more than 240 days of continuous service, when the bank abruptly terminated his services without any notice, notice pay or retrenchment compensation and in this way the bank did not comply with the provisions of section 25F of Industrial Disputes Act, 1947, and thereby the workman has claimed his reinstatement with full back wages, continuity of service and all consequential benefits, as the action of the opposite party bank is in utter disregard of the provisions of the Act.
4. The opposite party has denied the claim of the workman. It is alleged by the opposite party that the bank has prepared a panel for engaging sub staff on temporary basis against vacancy caused due to leave/death of staff according to need basis. There is a specific procedure followed by the bank for empanelling a person in the daily wages as temporary employee panel and after the name of the workman was sponsored from the local employment exchange, he was interviewed and his name appeared at serial No. 1 of the panel list. The workman was not a permanent employee of the bank and he was paid his wages on daily wage basis. It is also alleged by the bank that temporary employees are engaged to meet out the exigencies as and when required. His engagement was for a specific work for specified period and when the work entrusted to the workman was completed his engagement automatically comes to an end and non-renewal of the same is not retrenchment within the meaning of the Act. When the contractual period of employment came to an end contract of employment automatically came to an end, therefore, the workman is not entitled for the protection of the provisions of section 25F of the Act. Opposite party has not committed any illegality in the case of the workman. Therefore, the workman is not entitled for any relief as claimed by him in the present claim petition and the claim of the workman is liable to be dismissed.
5. Workman has filed his rejoinder but nothing new has been pleaded therein except reiterating the averments of the statement of claim.
6. The workman vide paper No. 7/1 dated 06.01.2010, has filed 12 documents. All these papers are in the shape of photocopies.
7. The opposite party vide application dated 18.3.2010, has filed 4 documents viz. photocopy of letter of empanelment of temporary sub staff at Agra, photocopy of letter dated 19.09.06 from Chief Manager to Senior Manager, photocopy of letter from Chief Manager to the Senior Manager which is dated 17.02.2007 and lastly photocopy of letter dated 26.06.09 i.e. circular modification in the bank's recruitment policy procedure of temporary staff.
8. Apart from above, in support of his claim the workman examined himself a WW.1 whereas the opposite party examined Shri Saroj Kumar Raot as MW1 in support of their case.
9. The workman in his examination in chief has stated that he was engaged on 10.06.2006 as sub staff under the opposite party bank and he performed all the work of subordinate staff in the branch. He stated that his name was sponsored from the employment exchange and after written test and interview and after holding of recruitment process letter was received by him. He was told by the branch manager that in all four candidates including him has been declared successful. He was removed from service on 23.07.07. At the time of his removal he was neither given any notice, notice pay or retrenchment compensation and that he continuously worked from the date of his engagement till the date of removal from the service. In his evidence the witness has also detailed the documents photocopies of which were filed by him. Witness has further stated that after removal of his service from the bank he tried his best to search some alternate employment but could not get success and that he is unemployed till date.

10. In his cross-examination the witness has admitted that like other regular sub staff of the branch he was also getting his wages on minimum of pay scale and that his basic pay was Rs. 4000-6000 and also that in all he was getting Rs. 6200/- as wages per month. Witness has also admitted that he had not filed any documents in support of his contention as no documents were provided to him by the bank. Since his services were not confirmed therefore, he was not provided uniform by the bank. How many kinds of leave are in the bank he does not know. To a specific question put by the representative for the bank whether or not he ever received any letter whereby he was regularised in the service of the bank. The witness replied in affirmative and by looking paper No. 6 he stated that it is a paper. Witness has admitted that in the document no where it is mentioned that he will be confirmed and regularized in the service of the bank. Mukesh was interviewed along with him and he is still working in the bank and was regularized in the service of the bank in 2004, but he has not filed any documents relating to confirmation in service of Mukesh. For collecting the clearing cheques one Shri Ram Prakash was there, who was regular employee of the bank. During the period 10.06.2004 to 23.07.07, there were two regular and permanent sub staff were there one was Ram Prakash and second was Mukesh. He denied the suggestion of the bank as to who was performing the work of cash on the ground that he is not able to collect his memory. Witness has admitted paper No. 3 which is marked as Ext. M-1 which is dated 21.11.2003 and from this letter it is very much clear that three other persons figured in the document but none of them were given employment by the bank. Witness has tried to prove the document was were filed by him are in the shape of photocopies. Why originals of the same has not been filed nor were summoned by the workman remained unexplained by the workman.
11. Management witness in his evidence has stated that for seeking employment in the bank, bank has got its own procedure. A regular employee going on leave or dies then temporary engagement are done in the bank. Witness has admitted that the workman was engaged on temporary basis as casual labour on the vacancy fell vacant on proceeding leave by regular employee of the branch and death of employee. Workman was offered appointment letter for fixed period and last extended period of employment of the workman is from 01.07.07 to 22.07.07. After expiry of this period the workman was never appointed by the bank.
12. In his cross-examination the witness has admitted that the workman was appointed as temporary sub staff. He was appointed after following the due procedure. In the appointment letter there is not mention that his appointment is for fixed term nor there is any such document which shows that he was appointed for fixed period and workman was appointed in June 2004. Witness has denied the suggestion that he was appointed on 10.04.04. Witness admitted the attendance register and stated that by a bare perusal of the register it is clear that there is break in service for a day or two in a month. He has further admitted the fact that the claimant was not given any retrenchment compensation, notice or notice pay. He further admitted that when there was no work or he was not required to work he was relieved from the service. Today there are 80 branches of the bank, whereas in 2007 there were 30 branches and it is correct to say that temporary and regular employees are working as sub staff.
13. I have heard the arguments of the contesting parties in detail and have also perused the whole record carefully.
14. Learned representative for the workman contended that the name of the workman was figured in the penal prepared by the opposite party for providng employment in branches at Agra, as temporary sub staff and in furtherance of the same the workman was appointed as sub staf on 10.06.2004 and continued to work up to 23.07.2007, when the bank terminated the service of the workman without complying with the provisions of Section 25F of the Act, inasmuch as the workman was neither offered notice, notice pay nor the retrenchment compensation, therefore, the action of the management in terminating the service of the workman is bad in law and therefore, the action is liable to be set aside.
15. The representative for the opposite party bank has contended that the workman was engaged purely on temporary basis to meet out the work as per exigencies of work and according to the need of the bank and also that the engagement of the workman was for fixed term which was extended from time to time, therefore, the disengagement of the workman with effect from 23.07.07 could not be termed to be a case of

retrenchment considering the provisions of section 2 (oo)(bb) of Industrial Disputes Act, 1947, which clearly envisages that non renewal of term of employment would not constitute retrenchment of a worker.

16. To prove the fact that the workman has rendered more than 240 days of continuous service preceding 12 calendar months from the date of termination, the workman in his evidence has stated that he was engaged by the opposite party on 10.06.04 and continued to work till 23.07.07 and in this way had completed 240 days of continuous service. In his evidence he has also stated that his name figured in the penal prepared by the bank for providing temporary appointment as sub staff. He has also drawn my attention to the paper No. 8/2 of the list of documents of the management. This document is dated 21.03.03, on the subject of temporary sub staff for Agra Branches. This letter is written by the Chief Manager of the bank at Agra which was addressed to the Assistant General Manager, Zonal Office, Agra, whereby the Lucknow office of the bank was informed that the name of the following candidates empanelled as temporary sub staff. In this letter the name of the workman is appearing at serial No. 1.
17. Witness has further stated that at the time of interview the Assistant General Manager of the bank was also present and after being declared successful he received a letter and he was also informed by the manager of the branch that along with him three more candidates were selected out of total candidates interviewed. No notice, notice pay or retrenchment compensation was paid to him by the opposite party at the time of terminating his service.
18. Workman has also filed photocopy of attendance register for the relevant period which is paper No. 12/1 to 12/38. The witness has proved the attendance register through his oral evidence. I have also perused the attendance register and find that the workman has signed the attendance register. First signature of the workman appears on 10.06.04 and last one appears on 21.07.07. My attention has also been drawn to document No. 4/1-2 which is a letter dated 22.01.2004 addressed to Sernior Manager, Agra Branch. The letter reveals that empanelled candidates have to be offered temporary engagement, in serial order, only during leave/absence of regular peon at your branch. Candidate at serial No. 1 has to be given

temporary engagement first. In case he is not available then the next candidate may be offered temporary engagement. The appointment orders for temporary engagement has to be issued in the prescribed format.

19. Worker has also filed vouchers through which he was paid his salary by the branch. From perusal of payment voucher it reveals that the workman was paid his wages not for whole month but for the days he was present in the branch. Document No. 7/8 is the payment voucher for the month of February 06 which reveals that the workman in that month was paid salary only for 29 days. Likewise the workman has filed payment vouchers till 31.07.07 and from salary voucher dated 31.07.07 it is quite clear that the workman in the month of July, 07, has been paid his salary worth Rs. 4510.26 paisa only for 22 days. From the salary vouchers it is also clear that on some vouchers reasons for his engagement has been shown to be the death of permanent sub staff and on some occasion that is in the month of March 06, workman was engaged against one vacancy.
20. Management witness also in his evidence has stated that in the bank temporary arrangement for making temporary appointment is done only one any regular and permanent sub staff proceeds on leave or vacancy caused due to death of regular and permanent staff. MW-1 in his evidence has also corroborated the documentary evidence filed by the opposite party bank. Witness has also admitted the attendance register filed by the workman. In his cross examination the witness has clearly admitted that the worker has worked for 240 days till the date of his termination. MW-1 has also admitted that the workman was not given any notice, notice pay or retrenchment compensation at the time of dispensation of his service by the bank. In his chief the witness has stated that the worker had not worked continuously during the period June 2004 to July 2007. He goes on to state that wherever any new branch is opened panel for providing temporary engagement are prepared to engage them for performing the work of regular and permanent staff proceeding on leave.
21. After giving my anxious consideration to the facts of the case, there remains no dispute that the worker was engaged from the penal of selected candidate for performing the job of such regular and permanent employees who either proceed on leave or on account of death of permanent



- employee. The fact that he worker was engaged against vacancies caused in the branch due to death of permanent sub staff is very much clear from the payment vouchers filed by the worker. It is also proved that the worker had worked continuously for 240 days proceeding 12 calendar months from the date of his termination. It is also proved that the worker has not been given any notice, notice pay or retrenchment compensation at the time of his termination.
22. Now considering the pleadings of the parties coupled with evidence oral as well as documentary, question arises of determination, having regard to the arguments advanced by the representative for the opposite party that the present case is fully covered under the provisions of section 2(oo)(bb) of the Act, therefore, worker could not be held entitled for any relief as claimed by him.
  23. Admittedly as has been come out from the documentary evidence filed by the workman it is amply clear that the worker had not been appointed like a regular and permanent employee of the bank. Rather from the payment vouchers filed by the workman it is clear that his appointment was for fixed term for each month and therein reason for his engagement has also been mentioned. This fact has also been corroborated by the witness of the management that the worker had not worked continuously during the relevant period.
  24. Therefore, considering the overall aspect of the case, it is held that the engagement of the workman during the period from June 4 to July 7 was for fixed term against vacancy caused due to death of regular and permanent sub staff of the bank. It is settled legal position that where temporary appointment or otherwise are liable to come to an end by efflux of time in such cases provision of section 25 F of the Act remains silent and in such cases worker is not entitled for any notice, notice pay or retrenchment compensation as provided under the Act. Therefore, if the worker had not been given any notice, notice pay or retrenchment compensation by the bank at the time of his dispensation from the service, irrespective of the fact that he has been found to have worked continuously for more than 240 days, to my considered view weighing the legal position as provided under the Act, no illegality can be said to be committed by the opposite party bank.
  25. The authorized representative for the workman has placed reliance on the following citations—
    - (a) 2014 AIR SCW 3157 Supreme Court.
    - (b) 2010(125) FLR 629 Supreme Court.
    - (c) (2010) 2 SCC (L&S) 63 Supreme Court.
    - (d) 2007 1 SCC (L&S) 961 Supreme Court.
    - (e) 2005 (105) FLR 383 Supreme Court.
    - (f) 2003 (93) FLR 79 Rajasthan High Court.
    - (g) 1999 LAB IC 1125 Supreme Court.
  26. With due respect to the Hon'ble Courts, I am not convinced with the citation relied upon by the representative for the worker because the present case is fully covered under section 2(oo)(bb) of the Act as from the oral as well as documentary evidence it is proved that the worker was engaged from time to time during the period in question against vacancy caused due to death of a regular and permanent sub staff working at the branch at Agra.
  27. Next it will be examined as to whether or not the present case is a case covered under section 2-A of Industrial Disputes Act, 1947. Considering the language of the reference order which envisages “whether the action of the management of Corporation Bank of Agra in refusing Sri Papoo Ram Meena, sub staff, peon the service....What relief the workman concerned is entitled? As per definition of section 2-A of the Act it is clear that the cases of individuals relating to dismissal, termination, removal etc., are covered under the provision of the Act, but to refusing service by the management cannot fall under the definition of section 2-A of the Act. From the entire pleadings and evidence of the workman it is clear that he has treated his case to be a case of termination from service and accordingly sought the relief of reinstatement, but has not whispered even a single word either in his pleading or his evidence that the management had at any point of time refused him to provide service at the post of sub staff.
  28. Therefore, at any rate it cannot be said that the workman is entitled for any relief as claimed by him pursuant to the present reference order and reference is bound to be decided against him.
  29. Accordingly reference is answered against the workman and in favour of the opposite party.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 20 अगस्त, 2015

का.आ. 1717.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 29/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19.08.2015 को प्राप्त हुआ था।

[सं एल-12012/104/2008-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 20th August, 2015

**S.O. 1717.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 29/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial dispute between the management of Central Bank of India and their workmen, received by the Central Government on 19/08/2015.

[No. L-12012/104/2008-IR(B-II)]

RAVI KUMAR, Desk Officer

#### ANNEXURE

**BEFORE SRI SHUBHENDR KUMAR, HJS PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR**  
INDUSTRIAL DISPUTE No. 29 of 2009

Sri Budhha Lal,  
Son of Late Sri Bachchan Lal,  
Village & Post Dahgaon,  
District Auraiya (U.P.)

**And**

The Regional Manager,  
Central Bank of India,  
Regional Office,  
125, Civil Lines,  
Etawah. U.P.

#### AWARD

1. Central Government, Mol, New Delhi, *vide* notification No. L-12012/104/2008-IR (B-II) dated 13.05.2009, has referred the following dispute for adjudication to this tribunal.

2. Whether the action of the management of the Central Bank of India, Regional Office Etawah, from dismissing Sri Budhha Lal Daftari of Central Bank of India, Kanchausi Bazar Branch Etawah from the bank service *vide* order dated 03.08.2007 of disciplinary authority and Regional Manager Central Bank of India, Regional Office Etawah and upholding the same by the appellate authority

and assistant General Manager Central Bank of India Zonal Office, Agra *vide* order dated 11.02.2008 is legal and justified. What relief the workman concerned is entitled to?

3. In short the case of workman Sri Budhha Lal is that he was serving a permanent worker with designation as Daftari at branch office Kachousi Bazar District Auraiya, in Central Bank of India. Unfortunately on 09.11.2006 an incident of loot committed by some miscreants in morning hours at the branch and an amount of Rs. 795850 lying in cash safe was reportedly find removed taken away and an FIR was lodged. The workman was placed under suspension *vide* memo dated 05.12.06. The workman replied the gyapan of the management *vide* his letter dated 30.11.06 in connection with the incident of loot in the branch and subsequently workman was served with charge sheet dated 12.03.07 by the disciplinary authority. Sri D. K. Jain Senior Manager conducted inquiry as inquiry officer and submitted his findings dated 19.06.07, copy of the inquiry finding was also delivered to the workman *vide* letter dated 28.06.07. He was issued proposed punishment *vide* letter dated 23.07.07 by the disciplinary authority and ultimately he was removed from service by the disciplinary authority *vide* order dated 03.08.07 and aggrieved by the punishment the workman preferred appeal before the appellate authority wherein the punishment awarded to the workman was confirmed by the appellate authority *vide* order dated 11.02.08 after granting personal hearing to the workman.

4. The workman has assailed the action of the opposite party on the ground that he was placed under suspension without any cogent reason, the workman was totally innocent as none of act of omission or commission relating to the incident of dacoity/loot/removal of banks cash was attributable to the workman and charge as framed are based on unfounded facts, presumptions and assumptions and after thoughts drawn without any involvement on the part of the workman, none of the allegations *prima-facie* deserves to be classified as charges in the referred clause and the allegations if at all to be classified falls in the nature of unpunctual or irregular attendance with is codified under clause 7(b) of the referred settlement as minor misconduct, the punishment of removal from the service is in violation of service rules and lastly it is stated that the punishment awarded to the workman is absolutely without proper application of mind.

5. On the basis of above, the workman has prayed that the punishment awarded to him be set aside and he be reinstated in service with full back wages, continuity of service and all consequential benefits be also provided to him.

6. The opposite party has challenged the claim of the workman on a number of grounds admitting the incident of loot on 09.11.06. The management has also admitted that the workman was issued charge sheet, inquiry was conducted against him inquiry officer submitted his finding

holding the workman guilty of charges, and after providing opportunity of hearing to the workman the proposed punishment of dismissal from service was upheld by the disciplinary authority and appeal too did not find favour at the hands of the appellate authority.

7. It is stated by the management that the workman at each and every stage was given full opportunity in his defense and the management during the course of conduct of inquiry fully followed the rules of natural justice and rules governing the disciplinary action. It is also stated by the bank that the claimant was fully responsible for the incident of loot and he was rightly charge sheeted by the disciplinary authority. The inquiry finding does not suffer from any infirmity as the inquiry officer has appreciated the evidence brought on record with open mind which was accepted by the disciplinary authority. There is no illegality if the workman was held guilty of the charges by the inquiry officer. Lastly it is prayed by the management that it is totally fit case, where the action of the management is liable to be approved holding that the workman is not entitled for any relief as claimed by him.

8. Rejoinder has been filed by the workman But therein nothing new has been pleaded except reiterating the plea of claim statement. In support of his claim the workman has filed whole enquiry papers including charge sheet, proceedings of inquiry, inquiry findings, final order and appellate order etc., *vide* letter dated 19.01.2011 which is paper No. 8/1-2. In all workman has filed 13 documents relevancy of which will be examined at the appropriate stage.

9. After exchange of pleadings the parties on 20.09.2011 the tribunal framed a preliminary issue as to whether the domestic inquiry conducted by the management is just and fair, if not to what relief?

10. On 07.01.15, the representative for the workman made an endorsement on the order sheet to the effect that he is not pressing the preliminary issue and thereafter, arguments in the case were heard.

11. Representative for the workman cited a case law of Hon'ble High Court 2004(4) AWC 3331 Canara Bank Lucknow *versus* PO CGIT and others wherein the Hon'ble High Court, Allahabad, has held that labour court after finding that the disciplinary inquiry was valid and proper can re-appreciate evidence and record its own finding for satisfying itself whether the evidence relied upon by the employer establishes the misconduct alleged to be committed by the delinquent employee.

12. I have perused the whole enquiry file which reveals that 4 charges were framed against the worker under different heads and inquiry officer in his finding has found charge No. 3 as not proved and for charge No. 2, the worker was dismissed from service without notice and for charge Nos. 1 and 4 which was found proved against the worker

he was awarded punishment of reduction of two stages in time scale of pay for a period of 2 years.

13. Therefore, considering the reference order that it has been referred to find out the action of the opposite party in dismissing the worker from service is just fair and legal, as such since worker was dismissed from the service of the bank on proved misconduct against charge No. 2, so the tribunal is confining its findings only on charge No. 2, because the worker has already been suitably dealt with charge Nos. 1 and 4. Even otherwise I have also gone through the finding of the inquiry officer on charge Nos. 1 and 4 and I do not find any error therein. Therefore, the punishment awarded to the workman on charge Nos. 1 and 4 is approved and confirmed.

14. Charge No. 2 read as under—

15. Dinank 09.11.2006 ko ghatna ke samai lootero ke dhamkane par tatkalin shakha prabandhak Sri Sohan Lal Dwar Ashakha ke safe ki ek chabi unke brief case me rakhi hone ki jankari di gai thi tatha dusari chabi Sri Sohan Lal Dwar Ashakha ke head cashier Sri Ram Ratan ke paas hona badmasho ko bataya gaya tha. Iske bawjood bhi Gopniya dhang se almari me rakhi hui safe ki doosari chabi nikalkar Sri Bhudhha Lal dwara lootero ke samne bina kisi pratirodh ke safe khol diya gaya usme se looterey bank ka Rs. 795850/- le jaane me safal huye. Unke is kratya ke karan unke ooper karmkaro ke liye anushashnatmak karwahi prakariya par samjhouta gyapan dinank 10.04.2002 ke para 5(J) ke antargat ghor kadachar ki shrei me ata hai jiske liye unhey aaropit kiya jata hai.

16. It is alleged by the representative for the management that Branch Manager Sri Sohan Lal has given information one key of the safe which was kept in his brief case and for the second key of the safe he told the dacoits that it is lying with head cashier Sri Ram Ratan. Despite this worker without any resistance took out the second key of the safe and opened the locker due to which dacoits were able to make dacoity of Rs. 795850/- kept in the safe. In this connection it is not found during the whole inquiry that worker has any connivance with the dacoits or he has helped the dacoits in any other way.

17. It is admitted by M.W. 1 Sri Praveen Kumar Goel that on 09.11.06 bank was opened at 8.45 a.m. and he has started his work and at that very time 5 dacoits entered in the branch and roped branch manager and himself and asked about the key on gun point. Branch Manager had informed them that one key is lying in his brief case and for about the second key, dacoits on extending threat to kill the worker and the branch manager sought information and by getting opened the safe by the worker looted cash and roped the worker also. He has also answered question No. 7 by stating that while working in the bank he felt some pressure on his neck and at gun point he was beaten and tied with rope and closing his mouth by dirty clothes and

threaten him to kill him if he moves from his place. Thereafter other dacoits brought branch manager Sohan Lal and asked about the keys. Branch Manager told them that one key is kept in his brief case and the other is with head cashier. After some time he heard some noise and somebody called manager sahib, manager sahib ji, Sri Sohan Lal ji and also so many people gathered there. They found Sri Sohan Lal and Budhha Lal both are lying roped outside the branch.

18. From the other evidence recorded by inquiry officer during domestic inquiry, it is very much clear that dacoits after entering in the bank tied the branch manager and Assistant Branch Manager by ropes and took one key of the safe on gun point by threatening branch manager and as M.W.1 accepted in his evidence, the information regarding other key was given by Budhha Lal when dacoits extended threats to kill branch manager and worker. Dacoits also tied branch manager and worker outside room where Assistant Branch Manager was also kept roped by the dacoits and their ropes were opened by the villagers who entered in the bank after commission of dacoity. There is no evidence that dacoits were known to the worker or the workman had any connivance in the commission of dacoity.

19. Budhha Lal was a sub staff in the branch. Definitely his intelligence cannot be rated at par with branch manager or Assistant Branch Manager. Even branch manager has given information regarding first key of safe kept in his brief case and when dacoits extended threat to kill branch manager and the worker on gun point, it cannot be accepted that worker deliberately and knowingly gave information regarding second key. When a person is on gun point it cannot be expected from him that he will remain calm and in natural common sense, when he is facing fear of death of branch manager and himself. Under such circumstances a person of poor i.q. will do anything to save himself by giving information regarding second key appears to be natural phenomena of saving himself without supposing the reaction of it, his act of giving information regarding second key and opening safe is not deliberate.

20. This fact has also been admitted by the worker in his report given to Regional Manager on the same day when dacoity was committed at the branch that dacoits at gun point got information regarding first key from branch manager and dacoits also beaten him and threatened to kill the branch manager. He under fear gave information regarding second key and they also forced him to open the safe and took cash and tied him with rope. It can be held that under fear of death and on receiving threats to kill branch manager and the worker, he might have thought that by giving information regarding second key their lives can be saved and a person of the category of peon can do the same in the circumstances developed at the time of dacoity. He has not deliberately done any act of help the dacoits rather he was forced to give the information regarding second key and to open the safe under the fear of his death and other staff.

21. It can be held that he was slightly negligent at the time of commission of dacoity. Had he thought of the consequences by applying common sense he would have never provided information to the dacoits regarding second key of the safe.

22. As far as the fact regarding not raising of alarm of the bank at the time of dacoity, firstly it was not possible for worker due to fear and circumstances at the time of dacoity and he was also found tied by ropes and secondly there was no electricity in the branch at the time of dacoity and this fact finds place in the report dated 09.11.06 paper No. 8/100 and Ext. M-7 of domestic inquiry. It is a report signed and sent by Sri Praveen Kumar Goel ABM-2 to Regional Manager, Agra, regarding commission of dacoity.

23. The opposite party in paragraph No. 24 of their written statement has admitted the fact that the branch manager after completion of inquiry has been awarded the punishment of "Reduction by 5 stages of time scale of pay for a period of 2 years".

24. In view of above observations, I find it to be fit case where tribunal can exercise its power under section 11-A of the act and can award lesser punishment than the dismissal as provided under disciplinary rules having regard to the gravity of charges found proved against the workman by the tribunal.

25. It is admitted by the management in paragraph 24 of their written statement that inquiry was also held against the branch manager and after completion of inquiry he has been awarded of reduction by 5 stages of time scale pay for a period of 2 years who is said to have given information regarding first key of the safe to the dacoits. Branch Manager is the head of the branch and has much more responsibility than Sri Budhha Lal workman. In the case of the worker it is alleged that he has given information regarding second key of the safe and open the safe under fear of death. Therefore when the punishment awarded to the branch manager is compared with the punishment awarded to the workman, it appears that the punishment of dismissal from service inflicted upon the workman is neither just nor legal because it is quite disproportionate to the gravity of charges proved against him.

26. Therefore, under the fact and circumstances of the case, the tribunal is of the view that justice would be met if the workman is awarded punishment of stoppage of three increments permanently for proved misconduct against him and with this punishment the worker is liable to be reinstated in service at the post from where he was dismissed with full back wages, continuity of service and all consequential benefits.

27. Accordingly order dated 03.08.07 passed by the disciplinary authority dismissing the workman from service without notice and order dated 11.02.08 of the appellate authority whereby he had confirmed the dismissal of the



workman from the service are hereby set aside and the worker is reinstated in the service of the bank on the basis of above observations concluded by the tribunal with punishment of stoppage of 3 increments permanently, with full back wages, continuity of service and all consequential benefits.

28. Reference is therefore, answered in favour of the worker and against the opposite party.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 25 अगस्त, 2015

का०आ० 1718.- औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स प्रिज्म सीमेन्ट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 29/2010) को प्रकाशित करती है जो केन्द्रीय सरकार को 21/08/2015 को प्राप्त हुआ था।

[सं. एल-29012/24/2009-आई आर (एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 25th August, 2015

**S.O. 1718.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award (Ref. No. 29/2010) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Prism Cement Ltd. and their workman, which was received by the Central Government on 21/08/2015.

[No. L-29012/24/2009-IR(M)]

NAVEEN KAPOOR, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/29/2010

Shri Santosh Kumar Pandey,  
S/o Shri Shivilakhanprasad Pandey,  
Muktyarganj  
Satna (MP) ... ... Workman

#### Versus

Joint General Manager (IR),  
Prasim Cement Ltd.,  
Village Manakhari,  
Distt. Satna (MP) ... ... Management

#### AWARD

Passed on this 16th day of April, 2015

1. As per letter dated 9-3-2010 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No. L-29012/24/2009-IR(M). The dispute under reference relates to:

"Whether the action of the management of Joint General Manager (IR), Prism Cement Limited, Village Manakhari, Distt. Satna MP in dismissing the services of Shri Santosh Kumar Pandey S/o Shri Shivilakhanprasad pandey Ex Workman Mines Workshop *vide* order dated 19-2-09 is justified? To what relief the workman concerned workman is entitled?"

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim.

3. IInd party submitted Written Statement. Workman submitted application to withdraw his claim submitting that the matter is settled between parties. Management has agreed to pay Rs. 12,00,000/- to him within 3 months. Workman admitted contents of the applications. Management has given no objection. As such dispute between parties is settled out of Court. The dispute between parties ceased to exist therefore no dispute award is passed.

R. B. PATLE, Presiding Officer

नई दिल्ली, 25 अगस्त, 2015

का०आ० 1719.- औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स पाकुर क्यूरी प्रा० लि० के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-2, धनबाद के पंचाट (संदर्भ संख्या 194/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 21/08/2015 को प्राप्त हुआ था।

[सं० एल-29011/53/2013-आई आर (एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 25th August, 2015

**S.O. 1719.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award (Ref. No. 194/2013) of the Central Government Industrial Tribunal/Labour Court No.-2 Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Pakur Quarry (P) and their workman, which was received by the Central Government on 21/08/2015.

[No. L-29011/53/2013-IR(M)]

NAVEEN KAPOOR, Under Secy.

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL (No. 2), AT DHANBAD****PRESENT**

Shri Kishori Ram, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

**REFERENCE NO. 194 OF 2013.**

**PARTIES :** The General Secretary,  
Khadan Mazdoor Sangh,  
Main Road, Dhanuspuja, Pakur, Pakur,  
Vs. M/s. Pakur Quarry (P) Ltd.,  
Sindhipara, Pakur, Pakur.

Ministry's Order No. L-29011/53/2013-IR(M)  
dt. 03.10.2013

**APPEARANCES :**

On behalf of the workman/Union : None.  
On behalf of the Management : None  
State : Jharkhand  
Industry : Mines

Dated, Dhanbad, the 10th July, 2015,

**AWARD**

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec. 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication *vide* their Order No-L-29011/53/2013-IR(M) dt. 03.10.2013.

**SCHEDULE**

"Whether the Management of M/s. Pakur Quarry (P) Ltd., Malpahari, Pakur, is guilty of denying the payment of legal dues to Shri Naju Shekh and 05 others (list enclosed) and whether the workmen are entitled for adequate compensation in lieu of the same? If so, what should be the total compensation including the legal dues?"

2. Neither any Union Representative for the Khadan Mazdoor Sangh, Pakur, nor any of the workmen Naju Shekh & five others appeared nor any written statement with any documents filed on behalf of them despite ample opportunities for it. Likewise none appeared for M/s. Pakur Quarry (P) Ltd., Pakur.

From the perusal of the case record, it appears that since its registration as the Reference No. on 28.10.2013, three registered Notices dt. 24.02.2014, 12.08.2014 and 30.04.2015 have been issued to both the parties on their respective addresses as noted in the Reference itself, but neither the Union Representative nor the opposite party responded to any of the Notices, out of which the middle one dt. 12.08.14 returned as "Not known" Under these

circumstances, I find that the Union Representative which has raised this Reference has neither any concern nor any interest in pursuing it for its final adjudication. As such it appears no longer any Industrial Dispute concerning the denial of payment of legal dues to the workmen or due compensation in lieu of that. Hence the Reference is closed. and accordingly, disposed of as 'No Industrial Dispute' existent. To that effect, an order is passed as "No Dispute Award."

KISHORI RAM, Presiding Officer

**List of the five others workmen**

Sl.	Name	Father's name
1.	Md. Mainul Shekh	Gayamu Shekh
2.	Anu Mandal	
3.	Tajjijul Shekh	Yunis Shekh
4.	Muslim Shekh	Wazir Shekh
5.	Ajijul Shekh	Yunis Shekh

नई दिल्ली, 25 अगस्त, 2015

का०आ० 1720.- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स नुमालीगढ़ रिफाईनरी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, गुवाहाटी के पंचाट (संदर्भ संख्या 1/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 21/08/2015 को प्राप्त हुआ था।

[सं० एल-30012/8/2015-आई आर (एम)]  
नवीन कपूर, अवर सचिव

New Delhi, the 25th August, 2015

**S.O. 1720.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 01/2015) of the Central Government Industrial Tribunal/Labour Court, Guwahati now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Numaligarh Refinery Limited and their workman, which was received by the Central Government on 21/08/2015.

[No.L-30012/8/2015-IR(M)]  
NAVEEN KAPOOR, Under Secy.

**ANNEXURE****IN THE CENTRAL GOVERNMENT INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, GUWAHATI,  
ASSAM**

**Present:** Shri L.C. Dey. M.A. LL.B.  
Presiding Officer,  
CGIT-cum-Labour Court, Guwahati.

**Ref. Case No. 01 of 2015.**

In the matter of an Industrial Dispute between:

Shri Dhaneswar Baishya, Guwahati. . . . . workman  
-Vs-

The Management of Numaligarh Refinery Limited,  
Guwahati, Assam. ....Management

**APPEARANCES**

For the Workman. : Workman Himself.

For the Management : Mr. K. Sarma Manager ER, NRL  
Ms. M. Kar, Asstt. Manager,  
Law NRL.

Date of Award: 05.08.2015

**AWARD**

1. This Reference has been initiated on an Industrial Dispute raised by the workman Dhaneswar Baishya against the management of Numaligarh Refinery Ltd., *vide* Ministry's Order No. L-30012/8/2015-IR(M), dated 05/09.06.1999 for adjudication. The schedule of this reference is as under:

**SCHEDULE**

"Whether the action of the management of Numaligarh Refinery Ltd., Guwahati in terminating the services of Sh. Dhaneswar Baishya S/o Late Kshiram Baishya from their registered office, Guwahati *w.e.f.* 21.9.2013 is legal and justified? If not, what relief the workman is entitled to and from which date?"

2. On receipt of the order from the Ministry of Labour, Government of India, New Delhi, this reference case was registered and notices were issued by Registered Post to the parties concerned directing them to appear in the Court on the date fixed and to file their written statement along with the relevant documents in support of their claim.

3. Both the workman Sri Dhaneswar Baishya, and the representative of the Management of NRL appeared but they did not file any claim Statement/written statement. However both the parties submitted petition No. 311/15 stating that due to some misunderstanding the workman raised the dispute and subsequently the workman has been engaged by another contractor of "building Project of NRL". In the mean time with the intervention of the well wishers of both the parties the dispute has been settled up amicably out of Court. As such, both parties are not interested to proceed with the case.

4. Statement of workman Dhaneswar Baishya has been recorded. In his statement the workman categorically mentioned that he raised the dispute challenging the legality of his termination from service with effect from 21.9.2013 by the management of NRL. Initially he worked under NRL

as casual worker and thereafter he was engaged as contract worker through the Contractor Sri R.N Taye. on 20.9.2013 he submitted a petition for regularization of his service by the management but on the following day *i.e.* 21.9.2013 he was terminated. Thereafter he was engaged as contract worker in "NRL Building Project" under the Contractor M/s Velecha Engineering. He categorically mentioned that consequent upon his engagement under the contractor in the NRL he is not interested to proceed with the case and hence, he has filed this petition for withdrawal of the reference.

5. On perusal of the petition No. 311/15 dated 5.8.15 submitted by both the workman Dhaneswar Baishya and the management of NRL along with the statement of the workman it appears that the workman initially joined the NRL as casual worker and thereafter he was engaged as a contract worker through the contractor named Sri R.N. Taye and upon claiming regularization by the workman the service of the workman was terminated. Subsequently, the workman was engaged in NRL under "Building Project of NRL" through the Contractor M/s. Velecha Engineering. As such, the workman is found not interested to proceed with the dispute. In the petition as aforesaid filed by both the parties jointly categorically mentioned that they have no objection to dispose of the reference on withdrawal as prayed for by the workman.

6. In view of the above discussion, it is found that the dispute was raised by the workman due to certain misunderstanding and consequent upon the engagement of the workman as contract worker under the Contractor M/s. Velecha Engineering the workman declined to proceed with the case further. Since both the parties have come up for disposal of the dispute on withdrawal consequent upon the amicable settlement arrived at between the parties out of the Court and the management has specifically expressed their no objection to the withdrawal of the proceeding, there is no reason that the Court should stand as hurdle between the parties.

7. In the result, the reference is disposed of on withdrawal on amicable settlement without any relief.

No cost is awarded.

Given under my hand and seal of this Court on this 05th day of August, 2015 at Guwahati.

L. C. DEY, Presiding Officer

नई दिल्ली, 25 अगस्त, 2015

का० आ० 1721.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स इंडियन ऑयल कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के

पंचाट (संदर्भ संख्या 76/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 21.08.2015 को प्राप्त हुआ था।

[सं एल-30012/7/2013-आईआर (एम)]  
नवीन कपूर, अवर सचिव

New Delhi, the 25th August, 2015

**S.O. 1721.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 76/2013) of the Central Government Industrial Tribunal/Labour Court-1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of **M/s Indian Oil Corporation Ltd.** and their workman, which was received by the Central Government on 21.08.2015.

[No. L-30012/7/2013-IR (M)]  
NAVEEN KAPOOR, Under Secy.

#### ANNEXURE

**IN THE COURT OF SHRI AVTAR CHAND DOGRA,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT  
NO. 1, KARKARDOOMA COURT COMPLEX, DELHI**

**ID NO. 76/2013**

Shri Pan Singh,  
S/o Late Shri Govind Singh,  
C/o Shri Narayan Singh,  
Mahamanti, Hindustan Engineering General Mazdoor  
Union,  
A-193, Karampura,  
New Delhi 110015

... Workman

*Versus*

The Plant Manager,  
Indian Oil Corporation Ltd.  
Delhi Bottling Plant,  
Gheva Mode, Tikri Kalan,  
Delhi-110041

... Management

#### AWARD

Brief facts giving rise to the above reference is that the workman, Shri Pan Singh joined the employment as a Cook and was drawing a salary of Rs. 2500.00 per month. He has unblemished and uninterrupted record of service and during the period of this tenure, the workman had not given any chance to the management to issue any memo or complaint against him. Despite several requests, he was not provided legal facilities, like appointment letter, attendance card, leave book, ESI, provident fund, minimum wages, overtime bonus, weekly off etc. Union had also writ petition No. 535/2000 in High Court of Delhi for

regularization and stay was granted and service of the workman was also protected. The workman met with an accident on 30.03.2000 and was on leave till 04.10.2000. Since no ESI card was issued, the workman was under treatment at Deen Dayal Upadhyay Hospital. When he went to resume duties on 05.10.2000, he was not allowed to join. A writ petition No. 1631/2001 was filed in High Court of Delhi for payment of medical expenses. On the instructions of Assistant Labour Commissioner, the workman was taken on duty for some time and again on 27.02.2013 was dismissed. He is unemployed since then. The above action of the management is illegal, bad, unjust, malafide and violative of Article 14, 16 and 39 of the Constitution of India. Prayer has made that an award may be passed entitling him to reinstatement in service with full consequential benefits.

2. Since the matter could not be resolved, as such the workman approached the Union Government, who made reference to this Tribunal for adjudication *vide* order No. L-30012/7/2013-IR(M) dated 11.04.2013 in the following manner:

"Whether the action of the management of Indian Oil Corporation Ltd., Delhi Bottling Plant, Tikri Kalan, Delhi in terminating the services of Shri Pan Singh, S/o Shri Govind Singh, Ex-Cook from 2004 is justified or not? What relief the workman is entitled to?"

3. After consideration of statement of claim by the workman, matter was listed for filing written statement on behalf of the management, who filed written statement denying the relationship of employer-employee between the parties, hence has no locus standi to raise the dispute. Workman was employed by M/s Ajay Engineering Works, who has not been made a necessary party. He has filed another industrial dispute bearing No. ID 25 of 2013, which is impermissible in law to raise two industrial disputes. The management has denied other material averments made in the statement of claim.

4. Against this factual background, this Tribunal *vide* order dated 13.08.2013 framed the following issues:

(1) Whether there is privity of contract between the parties?

(2) As in terms of reference

5. The case was then listed for evidence of the parties and the claimant to conclude first. At this stage, an application was moved by the claimant for impleading M/s Ajay Engineering Works and M/s Adarsh Royal Caterers to the dispute. Management filed its reply to the application so filed. During the course of arguments, attention of Shri Kailash Kumar, A/R for the claimant, was invited to the question referred for adjudication by the appropriate Government. He was called upon to explain as to whether this Tribunal is competent to enlarge scope of the reference



order. At that juncture, Shri Kailash Kumar submitted that he would see remedy for issuance of corrigendum, with the appropriate Government and sought time to do the needful. However, till 30.07.2015, no corrigendum was issued by the appropriate Government.

6. It is pertinent to mention here that on 08.06.2015 an application was filed by the workman herein for withdrawal of the reference and it was urged on behalf of the workman that necessary parties, have not been impleaded in the instant reference. Workman also made statement before this Tribunal seeking permission to withdraw the reference petition.

7. There is no provision in the Industrial Disputes Act, 1947 (in short the Act) or in any other law for withdrawal of the reference which has been made by the Government under Section 10(1) of the Act. However, a party cannot be forced to pursue the claimant which it does not want to continue for one reason or the other. In view of the statement made by the claimant at the bar on 30.07.2015, there is no need to pass an award on merits. Moreover, the claimant herein is not interested in pursuing the present case. Hence, no claim/dispute award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : July 31, 2015

A.C. DOGRA, Presiding Officer

नई दिल्ली, 25 अगस्त, 2015

**का०आ० 1722.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स दिल्ली इंटरनेशनल एयरपोर्ट (प्रा०) लिमिटेड, सेलिबी ग्राउंड हैंडलिंग दिल्ली (प्रा०) लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 49/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 21.08.2015 को प्राप्त हुआ था।

[सं एल-11025/1/2015-आईआर (एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 25th August, 2015

**S.O. 1722.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 49/2014) of the Central Government Industrial Tribunal/Labour Court-1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Delhi International Airport (P) Ltd., M/s Celibi Ground Handling Delhi Pvt. Ltd. and their workman, which was received by the Central Government on 21.08.2015.

[No. L-11025/1/2015-IR (M)]  
NAVEEN KAPOOR, Under Secy.

## ANNEXURE

### IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 1, KARKARDOOMA COURT COMPLEX, DELHI

ID NO. 49/2014

Shri Sandeep Kumar Singh,  
S/o Shri Likho Singh,  
R/o Village and PO Bhramarpur,  
PS Bihpur, Distt. Bhagalpur,  
Bihar-853201  
C/o Celibi Employees Union,  
Village Bagdola,  
PO Raj Nagar, Sikendarpuria,  
Dwarka  
New Delhi-110077

... Workman

#### Versus

1. M/s Delhi International Airport (P) Ltd.  
Udyan Bhawan,  
IGI Airport,  
New Delhi-110037
2. M/s Celibi Ground Handling Delhi Pvt. Ltd.  
Room No. 22, Import Building-3,  
International Cargo Terminal, IGI Airport,  
New Delhi-110037

... Managements

## AWARD

Present dispute has been raised directly by the workman under sub-section (2) of Section 2A of the Industrial Disputes Act, 1947 (in short the Act) in as much as 45 days stood expired from the date of making application to the Conciliation Officer. It is averred in the application that the workman, Shri Sandeep Kumar Singh was employed by respondent No. 2, Celibi Ground Handling Pvt. Ltd., New Delhi at cargo terminal of Indira Gandhi International Airport since 14.03.2012, as worker. He was being paid salary of Rs. 8100.00 per month. There are allegations that the workman was not being extended facilities available to the workman under various industrial laws. On 28.03.2013 the workman was seriously ill and was not even in a position to stand up. Respondent No. 2 did not allow any leave to the workman and he was shifter to British Airways counter after 23.03.2013. It is also averred that on 23.04.2014 when the workman approached the employer for giving him suitable work, he was told that show cause notice dated 15.04.2014 was served regarding termination of his job. No such letter/notice was received by the workman. The workman also told the authorities that he was ill and he was not even granted leave. The workman was threatened that his wages would be reduced on account of unsatisfactory work and enquiry was already initiated

against him, where he was wrongly held to be guilty. Thus, termination of the workman from the job *vide* letter dated 29.03.2014 without serving any charge sheet is totally wrong and illegal. Prayer has been made for reinstatement, alongwith payment of wages.

2. On receipt of the complaint, management was called upon to file their written statement. In response to the notice, management filed application for placing on record out of court settlement arrived at between the claimant and the management. In the application, it was averred that the claimant approached the management on 13.01.2015 and informed that he would not wish to continue to continue with the reference and requested for his full and final settlement of his dues. Management has placed no record copy of settlement arrived at between them and the claimant under Section 18(1) of the Act, an affidavit and an application duly signed by the claimant.

3. It is pertinent to mention here that despite service of notice, the claimant has not put in appearance so as to pursue his case. Thus, it is clear that the workman is not interested in the adjudication of the reference on merits. Further in the settlement 13.01.2015 arrived at between the parties, which has been signed by the workman without any duress, has made a statement to the effect that he is willing to accept Rs. 12,557.00 from the contractor towards full and final settlement of his claim for reinstatement in service. Thus, it emerges that on payment of a sum of Rs. 12,557.00 to the claimant towards full and final settlement of his claim for reinstatement in service, his claim made in the present petition stands satisfied. Hence, a no claim/ dispute is, accordingly, passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : August 3, 2015

A.C. DOGRA, Presiding Officer

नई दिल्ली, 25 अगस्त, 2015

का० आ० 1723.- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स सेन्ट्रल वेयरहाउसिंग कार्पोरेशन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 10/1986) को प्रकाशित करती है जो केन्द्रीय सरकार को 21/08/2015 को प्राप्त हुआ था।

[सं० एल-42012/(23)/85-D.II(B)]

नवीन कपूर, अवर सचिव

New Delhi, the 25th August, 2015

**S.O. 1723.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 10/1986)

of the Central Government Industrial Tribunal/Labour Court-1, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Central Warehousing Corporation and their workman, which was received by the Central Government on 21/08/2015.

[No. L-42012/(23)/85-D.II(B)]  
NAVEEN KAPOOR, Under Secy.

#### ANNEXURE

**IN THE COURT OF SHRI AVTAR CHAND DOGRA,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT  
NO. 1, KARKARDOOMA COURT  
COMPLEX, DELHI**

**ID No. 10/1986**

Shri Madan Mohan,  
17/203, Panchkuin Road,  
New Delhi

... Workman

*Versus*

M/s Central Warehousing  
Corporation, Warehousing Bhawan,  
1, Siri Institutional Area,  
Haus Khas, New Delhi

... Management

#### AWARD

Brief facts relevant for the disposal of the reference are that the workman herein was appointed as daily rated peon in January, 1968 and later on was regularized in that capacity on 06.11.1968. Thereafter, the workman was promoted as a daftary in the year 1975. The workman has maintained an unblemished record throughout his career. He completed period of his probation in the year 1976 and during that period the workman joined union of the employees known as Central Warehousing Employees union, New Delhi and took active part in the activities of the said union. The workman later on became joint secretary of in the year 1975 and management did not relish trade union activities of the workman.

2. Management, in order to victimize the workman put pressure on him to quit trade union activities, which was not acceptable to the workman. False charge sheet dated 28.11.1975 was issued against the workman stating therein that the management proposed to hold a domestic enquiry under Regulation No. 18 of CWC Staff Regulations 1966.

3. In the statement of charges, it was alleged that a cheque for a sum of Rs. 27,745.00 was issued by the Financial Division of the management on 10.06.1975 in favour of Shri Chander Prakash, printer, against sanction order dated 02.06.1975 and signatures on the sanction order

was allegedly forged. It was also alleged that sanction was made to obtain fraudulent payment from the management. During the course of initial enquiry, it was revealed that the workman took unusual interest regarding issuance of the cheque and further he remained absent from duty with effect from 16.06.1975 to 13.07.1975 without leave when the matter was under police investigation as to evade arrest by the police. It is alleged that the above charge sheet was issued against the workman in order to make him a scapegoat and save some top officials.

4. There are also allegations that management conducted domestic enquiry against the workman, which was simply a farce and was against the principles of natural justice as attitude of the Enquiry Officer was partisan. Thereafter, management passed order of compulsory retirement on 09.07.1980 against the workman. Workman was getting salary of Rs. 535.00, inclusive of all allowances. Thereafter, workman preferred an appeal against the aforesaid order and the same was rejected in June, 1984 and that too in reply to a legal notice sent by the workman through his counsel, Shri P.T.S. Murthy, Advocate *vide* notice dated 08.06.1984. It is also averred that enquiry conducted by the management was totally illegal and Enquiry Officer has submitted two reports and subsequent report was on the dictation of the management so as to plug the loopholes. Subsequent report was not only improper and invalid but also caused serious prejudice to the workman, who was given the impression that his appeal was still under consideration. Thereafter, when no action was taken, workman raised an industrial dispute by filing statement of claim before the Conciliation Officer. Attitude of the management even at that time was adamant. Consequently, Government has referred the matter for adjudication *vide* order No. L-42012(23)/85/-D.II(B) dated 26.12.1985 in the following manner.

“Whether the action of the management of Central Warehousing Corporation, Delhi in compulsorily retiring Shri Madan Mohan, Daftary from services *vide* order dated 09.07.1980 for the alleged fraud involving an amount of Rs. 27,745.00 is justified? If not, to what relief is the workman entitled?”

5. Allegations contained in the statement of claim were demurred by the management in its written statement. Management has taken certain preliminary objections. On merits, it was admitted that the workman was a daily rated peon appointed and was appointed as Daftary in 1975. It is denied that he joined any union to the annoyance of the management. Allegation regarding carrying on of union activities has been specifically denied. It is further alleged that there were allegations of misappropriation of funds of the Corporation against the workman, who got issued fraudulent sanction order/cheque for Rs. 27,745.00 in favour of Shri Chander Prakash, whose real name was Chander Mohan and was brother of the workman, Shri Madan Mohan.

Preliminary enquiry was instituted and it was found during the preliminary enquiry that allegation was *prima facie* proved against the workman herein. Thereafter, he was issued a charge sheet dated 28.11.1975. The workman also remained absent from duty from 16.06.1975 to 13.07.1975 without leave in order to avoid police investigation. Workman had filed reply the charge sheet and enquiry was also conducted by the Enquiry Officer against the workman. Enquiry Officer was not at all biased nor conducted the enquiry in a partisan manner.

6. It transpires from the record that reference was initially decided on merits in favour of the workman *vide* award dated 04.05.1987 by CGIT-cum- Labour Court, New Delhi. Later on, an application was filed by the management to recall the ex-parte award, which was allowed on 30.07.1987, subject to cost of Rs. 500.00 and management was also directed to pay interim relief of 50% of pay and allowances to the workman.

7. Thereafter, the Tribunal disposed of the matter on 05.07.1988 for non-prosecution and again the said order was recalled *vide* order dated 14.10.1988. The Tribunal, on the basis of pleadings, *vide* order dated 06.06.2002, framed the following issues:

- (i) Whether domestic enquiry was fair and proper?
- (ii) Whether findings of the Enquiry Officer suffer with vice of perversity?

8. Learned Presiding Officer, CGIT-cum-Labour court, Lucknow *vide* award dated 06.08.2002 held that action of the management in compulsorily retiring the workman, Shri Madan Mohan *vide* order dated 09.07.1980 was not justified and workman is entitled to be reinstated in service with consequential benefits, including back wages. Thereafter, management filed writ petition No. CW(P) 8242 of 1980 titled Central Warehousing Corporation *vs.* The Presiding Officer, Central Industrial Tribunal, which was decided by the Hon'ble High Court of Delhi *vide* judgement dated 19.12.2013, wherein it was held that the Tribunal has committed a patent error of law in straightaway setting aside the punishment order after holding enquiry was vitiated. It was incumbent upon the industrial adjudicator to have afforded an opportunity to the petitioner, *i.e.* management herein, to prove misconduct. For the foregoing reasons, above impugned order was set aside and matter was remanded back to this Industrial Tribunal to proceed in the matter.

9. Thereafter, management, in support of its case also proved certain documents. I would be referring to the same while drawing my conclusion.

10. Workman herein has examined himself as WW1.

11. Now, the moot point involved in the present case is whether the charges levelled against the workman Shri Madan Mohan in charge sheet Ex. WW1/1 have been

established as required under the law. It is pertinent to note that in a departmental enquiry article of charges framed against charged official are not required to be proved beyond reasonable doubt like a criminal case, however, such charges are to be proved by preponderance of probability. Moreover, when the punishment imposed upon the charged official is very and grave in nature, management is required to lead cogent and reliable evidence so as to substantiate the charges against the delinquent official.

12. Now, the vital question is whether the management has led any cogent or reliable evidence before this Tribunal so as to prove the charges against the workman. In this regard, it is appropriate to refer to the charge sheet Ex. MW1/1 dated 28.11.1975 and the same is as under:

"A cheque for Rs. 27,745.00 was issued by the Finance Division on 10.06.1975 in favour of Shri Chander Prakash, Printer against sanction order No. CWC/II-Stationery/74-75/Store dated 2nd June, 1975. Subsequently, it transpired that the signatures on the I Bid sanction order were forged and an attempt was made to obtain fraudulent payment from the Corporation.

Enquiries have revealed that the said Shri Madan Mohan, Daftary (brother of Shri Chander Mohan *alias* Chander Prakash, Printer) took unusual interest and rather chased the issue of cheque, in question. After his interrogation by the police on 14.06.1975, the said Shri Madan Mohan absconded/remained from duty from 16.06.1975 to 13.07.1975 without any leave application, with a view to cover up his connivance in this forged sanction order/cheque and evade further police investigation in the matter. In brief, his role in the I Bid incident has not been above board.

He is, thus, charged with gross misconduct, connivance to defraud the Corporation and lacking in integrity."

13. In order to prove the allegations against the workman, management after remand of the above case from Hon'ble High Court of Delhi examined Shri P.C. Rai as MW3, whose affidavit is Ex. MW3/A, who was working as Senior Assistant Manager and he was examined before this Tribunal. He has also mentioned in the affidavit that prior to issuance of charge sheet, matter was initially investigated by one Shri N.S. Sethia, whose report dated 22.08.1975 is Ex. MW1/2. Workman was also interrogated by the police as per deposition of this witness. This witness has admitted in his cross examination that he joined the above office on 15.06.2010 whereas the workman retired on 09.07.1980. Consequently, he does not have any personal knowledge about the case and he also made deposition purely on the basis of documents available in the office. He further

deposed that he is not in a position to produce witnesses of the domestic enquiry as some of them have retired or are not easily available. He was not aware whether the workman was interrogated by the police on 14.06.1975. He has further deposed that leave application was submitted by the workman and his absence was regularized on medical grounds.

14. Management has also examined Shri M.L. Nautiyal as MW4, who was Chief Cashier in Safdarjung Enclave branch of Dena Bank. This witness has deposed in regard to issuance of cheque amounting to Rs. 27,745.00, which was received in his branch for deposit in the account of Shri Chander Prakash, whom he was knowing personally. Since he became suspicious about the cheque, as such he reported the matter to the Senior Manager. Cheque was signed by Central Warehousing Corporation. On enquiry, Central Warehousing Corporation stated that the cheque was issued. However, the same has been misplaced/lost.

15. It is clear from the statement of Shri Nautiyal that he has not deposed anything anywhere against the workman herein nor he has stated that the workman has played any significant role in preparation of the office order or issuance of cheque for Rs. 27,745.00. It is pertinent to note here that the amount mentioned in the above cheque was not released in favour of any person nor any loss has been caused to the bank by issuance of the above cheque.

16. In have heard Shri K.P. Rao, authorized representative for the management and Shri Rajat Arora, authorized representative for the management.

17. It is neither in doubt nor in dispute that the workman herein was employed as daily rated peon by the management in the year 1968 and thereafter he was promoted as daftary in the year 1975. As discussed above, he was compulsorily retired from service *vide* a order dated 09.07.1980. It is clear from the judgement of the Hon'ble High Court in WP(C) No. 8242/2002 titled Central Warehousing Corporation *vs* Presiding Officer Central Industries and others dated 19.12.2013 that the Hon'ble High Court while setting aside the order/award dated 06.08.2002 of Lucknow, specifically held that (in para 7) when the industrial adjudicator comes to find that the enquiry is vitiated or have not been conducted as per rules and in violation of principles of natural justice, then the industrial adjudicator upon being requested by the management has to enquire himself about the misconduct alleged against the workman. It was against this background that award was set aside and matter was remanded back to this Tribunal to proceed in the matter in accordance with law in the light of directives made by the Hon'ble High Court.

18. It is necessary to mention here that evidence which was led by the management before the Enquiry Officer during the conduct of enquiry by the management cannot



be taken into consideration for the purpose of establishing the charges against the workman. It is now well settled position in law that it is not open to the management to rely on domestic enquiry proceedings already held by the Enquiry Officer, including evidence recorded by him and it was under an obligation to lead further evidence in view of the nature of objection raised by the workman. Thus, record of enquiry held by the management ceased to be material **on record** within the meaning of Section 11A of the Act and only course open to the management was to prove the case against the workman by leading fresh evidence before the industrial adjudicator. If such evidence has not been led, management has to suffer the consequences. Consequently, report of the Enquiry Officer as well as evidence recorded before such Enquiry Officer cannot be considered or taken into consideration by the Industrial Tribunal. In am fortified in this regard by the judgement of the Apex Court, *i.e.* Neeta Kaplish vs Presiding Officer Labour Court and Anr. AIR (1999) SC 698, Delhi Cloth & General Mills Co vs Ludh Budh Singh, (1972) 1 LLJ 180 and Cooper Engineering Ltd. vs. P.P. Mundhe AIR (1975) SC 1900. This proposition of law was not disputed by either of the parties.

19. In the case in hand, no material witness has been examined, including the Enquiry Officer, Shri O.N. Chhibber, Manager (WD), CWC, New Delhi. As such, there is not cogent or reliable evidence on record to suggest that the workman herein was taking undue interest in preparation of the sanction order dated 02.06.1975 and also chased the matter so as to ensure preparation of the cheque for a sum of Rs. 27,745.00 in favour of Shri Chander Prakash, Printer. There is also no admissible evidence led by the management to prove whether Shri Chander Prakash, Printer, is the real brother of the workman herein or was some other person, on whose behalf workman herein was taking undue interest. There is also no evidence on record that the workman herein has put his signature as Chander Prakash on the cheque so as to cheat the bank of the above amount. In this regard, it is appropriate to refer to the statement of Shri P.C. Rai, MW3, who has simply deposed that he did not have any personal knowledge about the case and he has deposed only on the basis of documents available on record. His affidavit is Ex.MW 3/A. He further deposed that he was not aware whether one Shri V.K. Parthasarathy had filed affidavit in this case and he was not in a position to produce witnesses of the domestic enquiry as most of them have retired or are not readily available.

20. He also had no personal knowledge about the interrogation of the workman by the police. It is not out of place to mention here that record pertaining to police investigation have not been placed on record nor there is anything on record to suggest that whether workman herein faced trial in the above FIR or not. Statement of Shri P.C. Rai, MW3, is also clear that leave of the workman was later

on regularized on medical grounds. He is not aware of the fate of the FIR No. 133/1975. Evidence of this witness is thus not at all relevant so as to prove misconduct against the workman.

21. To the similar effect is the statement of Sri. M.L. Nautioyal who was the Chief Cashier. This witness has simply deposed regarding issuance of cheque amounting to Rs. 27,745.00 which was received in this branch and the cheque was in the name of Chander Prakash, whom he was knowing personally. He has now here stated that the workman herein tried to dupe the bank in any manner with the said cheque was presented for payment. Rather, he was not aware whether Shri Chander Prakash was knowing the workman herein at that time and only later on he came to know about this fact. He had made a vital statement in his cross-examination to the effect that introduction of the account holder was done by him. However, he was not exactly aware of the documents taken from the said Shri Chander Prakash while opening of the above account. Further he did not remember whether there was any difference in signatures on the application as well as other documents annexed with the said form. He knew Shri Chander Prakash as he was from the area of his in-laws and was a resident of Sewa Nagar, at that time. However, he was not aware of the relationship between Shri Chander Prakash and the workman herein. It has also come in his statement that officers of Central Warehousing Corporation informed the Manager that the cheque in question was misplaced/lost. However, there is no evidence worth the name on record to suggest that the workman herein was at all involved in misplacing the cheque. It is, thus, clear from evidence led by the management that the charge of misconduct has not been proved at all against the workman herein. Further, it is also clear from the evidence on record that management has failed to prove that the workman herein was in any manner involved in preparation of the sanction order dated 02.06.1975 or preparation of the cheque. Consequently, it is held that punishment awarded to the workman herein by imposing compulsory retirement by the management cannot stand scrutiny of law and as such is liable to be set aside. Since the workman herein has already attained the age of superannuation, *i.e.* 58 years, as such he cannot be reinstated forthwith.

22. As a sequel to the above discussion, it is held that order of compulsory retirement dated 09.07.1980 is set aside and the workman herein, Shri Madan Mohan, is held to be entitled for full back wages alongwith all consequential benefits, which otherwise would have accrued in his favour, had he retired at the age of superannuation. The issue is decided accordingly. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated: August 4, 2015      A.C.DOGRA, Presiding Officer

नई दिल्ली, 25 अगस्त, 2015

का.आ. 1724.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स लाईफ इन्श्योरेंस कॉर्पोरेशन ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायलय, कानपुर के पंचाट (संदर्भ संख्या 39/2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 21/08/2015 को प्राप्त हुआ था।

[सं एल-17012/28/2008-आईआर(एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 25th August, 2015

**S.O. 1724.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 39/2008 of the Central. Government Industrial Tribunal/Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the management of M/s. Life Insurance Corporation of India and their workman, which was received by the Central Government on 21-08-2015.

[No. L-17012/28/2008-IR(M)]

NAVEEN KAPOOR, Under Secy.

#### ANNEXURE

**BEFORE SRISHUBHENDRA KUMAR, HJS,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR  
COURT, KANPUR**

**Industrial Dispute No. 39 of 08**

Between:—

Sri Satish Kumar,  
Son of Sri Narain Das,  
Near Jail Chauraha,  
Behind Ambedkar Park,  
Jhansipura,  
Lalitpur U.P.

And

The Senior Divisional Manager,  
Life Insurance Corporation of India,  
Jeewan Vikas,  
M.G. Marg, PB No. 181  
Kanpur.

#### AWARD

1. Central Government, MoI, New Delhi, *vide* notification No. L-17012/28/2008-IRM dated 30.5.08, has referred the following dispute for adjudication to this tribunal.

2. Whether the action of the management of Sr. Divisional Manager, Life Insurance Corporation of India, Kanpur and others in terminating the services of Sri Satish Kumar, Son of Sri Narain Dass, Class IV employee with effect from 29.03.2007, is legal and Justified? If not what relief the workman is entitled to?

3. Case of the workman in short is that engagement as Badli worker or temporary worker or engagement as casual workers have been given recognition under the provisions of the Act of which item No. 10 of Schedule V under the heading Unfair Labour Practice, on the part of the management/employer reads as under.—

"To employ workmen as Badlis, casuals or temporaries and to continue them as such for years, with the object of depriving them of the status and privileges of permanent workmen".

4. The claimant workman was engaged by the then branch manager of Lalitpur Branch on 06.02.03 under Group IV Category and continued as such till 29.03.07, when his services were abruptly terminated with by the opposite party in gross violation of provisions of Section 25F of the Act in so much so that the opposite party neither paid notice, notice pay nor retrenchment compensation ignoring the fact that he had rendered continuous service within the meaning of Section 25-B of the Act. It is also alleged by the claimant that there is hardly any need to follow recruitment rules in employing workman as Badlis, casual or temporary nor there is any formal appointment letter given by the opposite party. Branch Managers of the opposite party under the circular of the opposite party were competent to employ persons on temporary basis against any regular and permanent vacancy in Group IV Category till the post is filled up on permanent basis through regular selection process. It is also the case of the workman that without following regular process of selection the services of the workman could not have been terminated by the opposite party in an arbitrary and illegal manner without assigning any reason and if it is done that would attract the provisions of the Section 25U of the Act. The working of the workman during the period 06.02.03 to 29.03.07, could not be disputed by the opposite party having regard to the wages paid to him through vouchers. Although the workman discharged regular and permanent nature of work on temporary basis yet instead of giving payment of temporary employee on full scale and allowance basis management by way of adopting BEGAR from the workman preferred to pay the wages on monthly basis through vouchers at the rate of Rs.3000 per month approximately, which is much less than what is payable to employee in Group IV Category. Providing employment to the workman on temporary basis is neither illegal nor dehorning the recruitment rules in view of circular No. ZD/793/ASP/93 dated 28.06.93. The above action of the opposite party is fully covered under section (2ra) of the

Act read with Article 23 of the Constitution of India and further the action of the management is an example of unfair labour practice. The action of the opposite party in dispensing with his employment with effect from 29.03.07 is also liable to be set aside as it is in breach of Section 25F of the Act read with Rule 76 of I.D. Central Rules. After the termination of the service of the workman the opposite party employed in their employment S/Sri Devendr Kumar Yadav, Deepak Kumar Gupta, Deepak Namdeo, Munna and Pratap Ahirwar etc., to perform the same work as performed by the workman, therefore, the action of the opposite party is also in breach of Section 25H of the Act.

5. Lastly it has been prayed by the workman that the action of the opposite party be held illegal, unjust and unfair and he may be reinstated in the service of the opposite party with full back wages and all consequential benefits.

6. The opposite party has filed their reply in which it is alleged that the opposite party being owned and controlled by Government of India is having its rules and regulations and instructions issued by Government of India from time to time and whenever any post falls vacant the same is notified to employment exchange and thereafter after following the recruitment rules post is filled up. The Branch Manager, Lalitpur is not authorized or empowered to appoint person in any category. Whenever any casual work arises the branch manager as per need got it done through any person available in the market on contract basis and such person work on day to day basis and submits his bill for payment. Workman had never been appointed on any post by the opposite party. Opposite party has denied the continuous working of the workman during the period 06.02.2003 to 29.03.2007. Opposite party has also denied having terminated the services of the workman. Management has also denied the working of the workman and making payment of wages at Rs. 3000/- per month. No appointment letter was ever issued in the name of the workman. Opposite party has also denied having violated any provisions of the Act.

7. On the basis of above allegations it has been prayed that the claim of the workman is liable to be rejected being devoid of merit.

8. The workman has not filed rejoinder in the case.

9. The workman *vide* paper No. 15/1 dated 09.03.11 has filed documents paper No. 15/2-29 relevancy of which will be discussed at appropriate stage.

10. The workman *vide* paper No. 7/1 has also filed photocopies of payment vouchers which are 16 in numbers for the period 01.3.06 to 02.03.07 *i.e.* preceding 12 calendar months from the date of dispensation of his service.

11. It is pertinent to mention here that the management had not filed any document in the case.

12. Whereas the workman examined himself as W.W.1

in support of his claim, opposite party examined S/Sri Rajeev Kumar Pandey as M.W.1 Branch Manager and Sri Jagdamba Prasad Shukla as M.W.2.

13. In his examination in chief W.W.1 has stated that he was engaged on 06.02.03 at Lalitpur Branch of the opposite party and worked up to 29.02.07 continuously. He worked more than 240 days. He further stated that in Lalitpur Branch there were 7 departments and he worked in Expenditure and Accounts Department. He worked with Vinita Shukla, Higher Grade Assistant, Sumit Kumar Verma and Rajeev Pradhan. He performed the work of receipt of daks, sending of daks, sending of cash etc. He was not given any appointment letter. During his tenure, S/Sri Kishan Mishra, Anil Kumar Bhardwaj and Rajeev Kumar were the Branch Manager. Sri Nilesh Kushwaha, and Ganesh Namdeo were also working with the workman in the branch. There was no regular and permanent peon in the branch during his period. At the branch there were 25 staffs working. He further stated that after obtaining application and processing the same he was paid his wages after entering the same in budget control register. He was paid his wages at Rs. 3000/- per month. His working hours in the branch was from 9.00 a.m. to 10.00 p.m. Original of payment vouchers and budget and control register is in the possession of the opposite party. He was neither given any notice, notice pay or retrenchment compensation at the time of dispensation of his service by the opposite party. Sri Nilesh Kushwaha and Ganesh Namdeo are still working at the branch. He entered into correspondence with the opposite party after termination of his services. He is unemployed.

14. In his cross-examination the witness has admitted that no advertisement were ever appeared for any post. He also admitted that he was never subjected through recruitment test. He also admitted the fact that he was getting his wages on monthly basis. Witness denied the suggestion that he did not work for 240 days. He used to work as Class IV employee and no attendance was recorded rather an entry was made on budget and control register. Witness admitted the fact that there is no mention of the fact as to from which date Devendra Kumar etc. are working. He was removed and others are working. Witness has further denied the suggestion of the opposite party that he did not work continuously during the period 06.02.03 to 29.03.07.

15. Management has examined Sri Rajeev Kumar Pandey as M.W. 1, who in examination in chief has admitted that fact that he remained posted as Branch Manager Lalitpur Branch of the opposite party during the period 2006 to 2009. On 06.02.03 on post of sub staff was vacant at the branch and workman was never posted on regular post of sub staff and he was never issued any appointment letter. There is settled procedure for providing appointment. In his examination in chief the witness has admitted the



fact that the workman concerned some time used to be engaged as casual worker for scavenging work on need basis. So far as his knowledge is concerned the workman had never worked for 240 days continuously under the opposite party. He was paid his wages on daily basis at the rate of Rs. 90/- and the days for which he had worked he was paid his wages. During his period no person by name Nilesh Kushwaha or Ganesh Namdeo were ever engaged after removing the service of the workman. Now it has come to his knowledge that in the branch two regular peons were appointed. Document No. 15/2-27 is the document of the department. Witness has admitted the payment vouchers filed before the Labour Enforcement Officer, Jhansi, which are paper No. 7/3-18.

16. In his cross-examination the witness stated that he had not read the claim of the worker. Worker was given payment on the basis of number of days he worked or otherwise. During his period no regular and permanent employee worked as sub staff at the branch. He further stated that no slip prepared by the workman on the basis of which he was paid his wages in no record. Witness has denied his signature on paper No. 7/11 which is payment voucher dated 30.09.06. Witness was specifically questioned that when he had admitted paper No. 15/3 that is payment voucher by saying that it bears the signature of some officer and likewise signature is appearing on paper No. 7/11 then what is the reason that you are denying this paper. Witness replied that when the documents were located in the office of Labour Enforcement Officer and by seeing paper No. 15/3 he verified the same and since paper No. 7/11 was not in original therefore it was not verified. After going through paper No. 15/3 witness has stated that the worker was paid for 28 days on the basis of per day. Lastly witness has stated that since the worker was a daily wage, therefore, word entertainment was used in the payment vouchers.

17. Opposite party has also examined Sri Jagdamba Prasad Shukla as M.W. 2, who in examination in chief has admitted his signature on paper No. 10/1-2 and he accepted paper No. 10/3. He is fully aware of the facts of the present case. Budget and control register is destroyed after end of financial year. Payment voucher are not destroyed and is preserved for 8 years. He stated that vouchers for the period 2006-07 were not traceable. It is in his knowledge that the present case was raised before Labour Enforcement Officer, Jhansi. He admitted the fact that paper No. 15/2-8 was issued by the department. He denied the suggestion that demanded documents have not been filed before the tribunal whereas they were filed before Labour Enforcement Officer, Jhansi in this way he had given false statement before this tribunal by filling fake affidavit.

18. I have heard the arguments of the contesting parties at length and have also perused the whole record carefully.

19. Firstly it has been argued by the representative for the management, that the workman was never appointed by the opposite party and that the branch manager was not competent to appoint any person at his sweet will.

20. Contrary to it, it has been argued by the representative for the workman that the engagement of the workman is proved by the payment vouchers admitted by the management witness and even admitted by the opposite party in his written reply that as and when there was need workman was engaged as casual worker.

21. Representative for the worker has drawn my attention towards paper No. 15/20 which is a circular dated 28.06.93 on the subject of providing temporary appointment issued by Head Office of the opposite party. It has been argued by him that considering the provision of Sub clause B of the circular at page 3 branch managers were fully competent to appoint persons in group IV. I have given my due consideration to the provision of the above circular and find that in the circular itself has been made clear that Senior Branch Managers/Branch managers are competent to appoint persons in group IV category in cases where need is for short term not beyond seven days. Considering the provision of the circular, I do not find any force in the contention of the representative for the opposite party that branch manager was not competent to appoint any person. Provision of the circular are very much clear and I hold that the branch manager of the opposite party were fully competent to engage persons on need basis. Therefore, I reject the contention of the representative for the opposite party on this point.

22. Next it has to be seen as to whether the worker has rendered continuous service for 240 days or more preceding 12 calendar months from the date of termination.

23. Worker *vide* paper No. 7/1 has filed payment vouchers in the shape of photocopies for the period 01.03.2006 to 02.03.07. He has also summoned the original of the same from the management whereon after inviting objection from the opposite party it was ordered that though grounds of the opposite party are satisfactory but if it is proved that some *mala fide* has been committed by the opposite party then adverse inference may be drawn against the opposite party. Opposite party has filed affidavit of one Mr. Jagdamba Prasad Shukla who is M.W. 2. In the present cases and in his cross examination has stated that letter of branch manager is not record but whatever is written in paper No. 10/3 like either document is misplaced or stolen because at that time documents were filed before Labour Enforcement Officer. I am not convinced with the evidence of MW.2 who is the senior officer of the opposite party. Before filing his affidavit before the court he should have personally examined the matter and should have satisfied himself that as to what happened about the documents called for by the tribunal and then he should have filed his affidavit. Therefore, the tribunal is bound to



draw adverse inference against the management that the opposite party has deliberately and willingly did not file the called for documents before the tribunal on the presumption that the case of the worker may be proved to the effect that he had worked continuously for 240 days. Workman has filed inasmuch as 16 vouchers in support of his claim that he had worked continuously for 240 days. He has proved those payment vouchers through his oral evidence. I have also examined the payment vouchers and find that each payment voucher there is mention of number of working days. Workman has also filed payment vouchers filed by the opposite party before Labour Enforcement Officer, Jhansi which has been admitted by the opposite party. Therefore, at the cost of reiteration it is again held that the workman was in the employment of the opposite party. It is also held that from the records it has been proved by the workman that he had rendered continuously service of 240 days preceding 12 calendar months from the date of termination of his service.

24. Admittedly workman was neither given any notice nor notice pay nor retrenchment compensation at the time of termination of his service by the opposite party. This fact has been stated by the worker in his evidence. Worker was not confronted by the representative for the opposite party in his cross examination on this point.

25. In view of above it is held that provision of section 25F of the Act are applicable in the case of the workman, therefore, the termination of the service of the workman is bad in law being in breach of provision of Section 25F of the Act.

26. The representative for the opposite party has argued that if this tribunal is of the opinion that the termination of the service of the workman is not legal then he may be compensated by awarding lump sum compensation and in support of his contention he has relied upon following rulings—

- a. FLR 2013 (139) 700 Patna High Court.
- b. FLR 2012 (135) 1079 Allahabad High Court.
- c. FLR 2013 (136) 123 Allahabad High Court.
- d. FLR 1997 (76) 237 Supreme Court.
- e. FLR 2007(112) 490 Supreme Court.
- f. FLR 2013 (137) 689 Supreme Court.

28. With due respect I have given my anxious consideration to the citations (supra) and find that the case laws are distinguishable on fact and law both, therefore, opposite party cannot take advantage of the same.

29. As per contra the representative for the workman has argued that by taking adverse inference against the opposite party on the point of filing of documents, workman should be reinstated in the service of the opposite party.

30. In support of his contention he has placed reliance upon a decision of the Hon'ble Apex Court in the case of Bhuvnesh Kumar Dwivedi *versus/s* Hindalco Industries Ltd. In Civil Appeal Nos. 4883-4884 of 2014 decided on 25th April, 2014, wherein it was held as under—

The learned counsel for respondent had mentioned before this court about a settlement between the parties in this matter after the judgment was reserved. Therefore, we have not taken into consideration such plea from the learned counsel of the respondent since it was taken up after the hearing was over. Also the documentary evidence on record produced by the parties required us to reject the subsequent plea made by the respondent in this case. We therefore, set aside the finding of the High Court in the impugned judgment and held that appellant is entitled to reinstatement with full back wages from the date of his termination of his service till the date of reinstatement and other consequential benefits which accrue to him by virtue of his employment with the respondent company. The appeals are allowed with no order as to costs.

31. Representative for the worker has also placed reliance on (2010) Supreme Court Cases (L&S) 1 in between Director, Fisheries Terminal Department *versus* Bhikubhai Meghajibhai Chavda.

32. After going through the citations of the Hon'ble Apex Court I am of the opinion that the case of the workman squarely falls within the ambit of the facts of the cases cited above, therefore, fully supports the case of the workman.

33. For the reasons discussed above it is held that the workman has successfully proved his case by documentary as well as oral evidence, therefore the action of the management referred to in the schedule of reference order is held to be neither legal, fair and proper. I am also of the view that it is not a fit case where instead of reinstatement workman should be awarded compensation as argued the representative for the opposite party.

34. Accordingly the workman is held entitled for his reinstatement with full back wages and consequential benefits.

35. Reference is therefore, answered in favour of the workman and against the opposite party management of Life Insurance Corporation of India, Kanpur.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 25 अगस्त, 2015

का० आ० 1725.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 8 के अनुसरण में केन्द्रीय सरकार मैसर्स लाईफ

इन्श्योरेंस कार्पोरेशन ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 01/2010) को प्रकाशित करती है जो केन्द्रीय सरकार को 21/08/2015 को प्राप्त हुआ था।

[सं एल-17012/11/2009-आईआर (एम)]

नवीन कपूर, अवर सचिव

New Delhi, the 25th August, 2015

**S.O. 1725.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 01/2010) of the Central Government Industrial Tribunal/Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Life Insurance Corporation of India and their workman, which was received by the Central Government on 21/08/2015.

[No. L-17012/11/2009-IR(M)]

NAVEEN KAPOOR, Under Secy.

#### ANNEXURE

**BEFORE SHRISHUBHENDRA KUMAR, HJS,  
PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
KANPUR.**

Industrial Dispute No. 01 of 2010

#### Between—

The Law Secretary,  
Indian National Trade Union Congress,  
2/236 Namner, Agra.

#### And

The Divisional Manager,  
Life Insurance Corporation of India,  
Divisional Office,  
Jeevan Prakash Sanjay Place, Agra.

#### AWARD

1. Central Government, Mol, New Delhi *vide* notification No. L-17012/11/2009-IR(M) dated 04.01.2010 has referred the following dispute for adjudication to this tribunal.

2. Whether the action of the management of Divisional Manager, LIC of India, Agra, in not giving appointment Smt. Shyam lata Saxena wife of late V.K. Saxena, on compassionate ground and also not extending service benefits in respect of late V.K. Saxena to Smt. Shyam Lata Saxena widow of deceased employee is just and proper? What relief the concerned applicant is entitled?

3. The case of the applicant in short is that her deceased husband Sri Virendra Kumar Saxena (hereinafter

will be referred as V.K. Saxena for short) was appointed by the opposite party at its guest house no. 1 situate at Agra, on the post of Caretaker on 10.12.92, and since then he discharged his duties with full sincerity and devotion. The husband of the applicant died during the period of his employment on 29.09.05, information of which was given to the opposite party with request to provide employment to the applicant on compassionate ground. It is further alleged by the applicant that the duty hours of her deceased husband was of 24 hours.

4. The applicant has further stated that under the opposite party there is provision for giving appointment to the dependants of the deceased employee on compassionate grounds but despite that the opposite party did not provide her employment on compassionate ground and even the officers of the opposite party did not consider it fit to reply the representation of the applicant. It is further alleged that it is the stand of the opposite party that Late V.K. Saxena was engaged on giving express consent to keep him as contractor at prescribed monthly rate. The work of caretaker is of permanent nature and this fact is admitted by the opposite party and her late husband was appointed against permanent nature of work at the post of caretaker by the opposite party. She is intermediate and qualified to be appointed on compassionate ground in place of her late husband and is further entitled for all due benefits accrued in favour of her deceased husband. Lastly it is prayed that her claim be allowed by this Hon'ble Tribunal.

5. The opposite party has filed their reply in which the claim of the applicant was refuted on a number of grounds *viz.*, claim of the applicant referred to this tribunal is not an industrial dispute; late Shri V.K. Saxena was not an employee of the opposite party and that he was working on contract as caretaker on an agreed fixed amount. On merit it is alleged that late Shri V.K. Saxena requested to give him work of caretaker on contract basis and considering his request he was engaged on contractual basis as caretaker of a guest house on agreed fixed payment per month and payment of contract was agreed from time to time. Shri V.K. Saxena was not an employee of the opposite party, therefore, service rules applicable to the employees of the opposite are not applicable in the case of late V.K. Saxena. He was working on contract basis with effect from 25.2.2005 and even on 29.9.05 *i.e.* the date of death Shri Saxena was not working even on contract basis. It is denied by the opposite party that late Shri Saxena had done any other work except the work of caretaker. It is also denied that any post of caretaker is in the opposite party. He was never paid any wages from the opposite party.

6. In the end it is alleged that the claim of the applicant is devoid of merit and is liable to be rejected.

7. Rejoinder statement has also been filed by the applicant but nothing new has been pleaded therein except reiterating the pleading of claim statement.

8. Along with rejoinder the applicant has also filed photocopies of certain documents which are paper No. 7/4-7.

9. Management *vide* application dated 03.02.2012 paper no. 10.1 has filed 4 document paper no. 10.2 to 10/5.

10. Applicant has examined herself as w.w. 1 and the opposite party examined one Shri Indra Prakash Dixit as M.W. 1.

11. I have heard the arguments of both the sides at length and have carefully examined the whole record.

12. It is to be considered in this case whether Smt. Shyam Lata Saxena widow of late V.K. Saxena is entitled to be appointed on compassionate ground on the death of her husband.

13. During the course of arguments management has filed copy of circular no. ZD/1/1993 dated 25.02.93 on the subject of LIC Recruitment (Class III & IV Staff) Instructions 1993 of which paragraph 21 provides for relaxation in favour of near relative of an employee who dies while in service, which clearly establishes that appointment on compassionate ground is limited to the dependants of deceased employee.

14. Now the point arises whether late V K Saxena was an employee of LIC. In This regard the applicant has not filed any documents to establish that late V K Saxena was ever appointed by LIC.

15. Smt. Shyam Lata Saxena, w.w. 1, has stated in her evidence that her husband was working as caretaker of guest house who died on 26.09.05. He has filed paper No. 7/4 to 7/6 to show that her husband was working till 2002. She has admitted that she does not know whether her husband was appointed or given any appointment letter. She has also admitted the signature of her husband on paper no. 10/2-5 which has been filed by the management. She has denied that her husband was working on contract. She also said that she does not know whether her husband was putting his signature on the attendance register or not.

16. Management has examined W.1. Sri Indra Prakash Dixit, A.O. LIC Kanpur, who has deposed in his evidence that LIC is having it guest houses at several places but no post of caretaker is sanctioned and the work of caretaker is being taken of contract basis. Sri V.K.Saxena was never given any appointment letter. Document no. 10/2-5 filed by

the management in original clearly indicates that Sri Saxena had been working on contract. It is further stated that rules and circulars relating to employee of LIC are not applicable I the case of R. Saxena. It is further stated that as V K Saxena was not the employee of LIC there is no necessity of giving any notice when he left his work.

17. Management has filed paper no. 10/2 which is original application of V K Saxena offering himself to work as caretaker of LIC Guest House on contract. He has not prayed for providing any employment by the opposite party.

18. Paper no. 10/3 is the application of Sri Saxena requesting therein to enhance the payment and stating therein that he is working on Rs. 1300/- per month on contract. Other paper 10/4-5 are also application of Sri Saxena for enhancing his payment and these papers are admitted by the applicant Smt. Shyam Lata Saxena.

19. From the above evidence it is very much clear that late V K Saxena was never appointed by LIC on the post of caretaker and he was working simply on contract therefore, he cannot be termed as employee of the LIC of India, nor he can be said to be contractual employee of LIC of India.

20. Representative for the applicant has cited the case laws—

1. 2011 Lab IC 2799 SC Devender Singh *versus* Municipal Council Sanour.
2. 2004 SCC (L&S) 506 BHEL *versus* State of U.P.

21. Both the authorities of Hon'ble Apex Court do not favor the applicant because case of applicant does not come within the ambit of Contractual employees or real employee.

22. From the above discussion of facts and law both, it is held that the action of the management of Divisional Manager, LIC of India, Agra in not giving appointment to Smt. Shyam lata Saxena W/o of late V K Saxena on compassionate ground and also not extending service benefit in respect of late V K Saxena to Smt. Shyam lata Saxena widow of deceased employee is just and proper. Consequently she is not entitled for any relief pursuant to the present reference order.

23. Reference is answered accordingly.

SHUBHENDRA KUMAR, Presiding Officer.